



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 31]

नई दिल्ली, शनिवार, जुलाई 30, 1977/धावण 8, 1899

No. 31]

NEW DELHI, SATURDAY, JULY 30, 1977/SRAVANA 8, 1899

इस भाग में भिन्न पुष्ट संख्या दी जाती है जिससे कि यह घलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा संचालन को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किये गए सांविधिक घाँटे और प्रधिसूचनाएं

**Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities
(other than the Administrations of Union Territories)**

भारत मिलिशन आवोश

नई दिल्ली, 6 जुलाई, 1977

का० आ० 2380.—लोक प्रतिनिधित्व अधिनियम, 1950 (1950 का 43) की धारा 13 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत निर्बाचन आयोग, सशद्वीप संघ राज्यसेवक की सरकार के परामर्श से श्री सी० रामकृ, के स्थान पर, उस संघ राज्य क्षेत्र के कलेक्टर एवं विकास भाग्यकृ श्री एन०शी० लालवला, प्राई० ए० एस० को नारीय 10 जून, 1977 (भपराहु) से अगले आदेशों तक सशद्वीप संघ राज्यसेवक के लिये मुख्य निर्बाचन अफिसर के रूप में एतद्यदारा नाम निर्देशित करता है।

[संख्या 154/सं०/77]

ए० एन० सैन, सचिव

effect from the afternoon of 10 June, 1977 and until further orders vice Shri C. Ramou.

[No. 154/LMA/77]

A. N. SEN, Secy.

वित्त मंत्रालय

(प्राधिक कार्य विभाग)

नई दिल्ली, 13 जुलाई, 1977

का० आ० 2381.—जीवन बीमा नियम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री जे० माधवन को लिंगेडियर शमशेर मिह के स्थान पर भारतीय जीवन बीमा नियम का मध्यस्थ नियुक्त करती है।

[का० सं० 81 (1)-बीमा II/77]

ELECTION COMMISSION OF INDIA

New Delhi, the 6th July, 1977

S.O. 2380.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission of India, in consultation with the Administration of the Union Territory of Lakshadweep, hereby nominates Shri N. B. Chawla, I.A.S., Collector-cum-Development Commissioner, as the Chief Electoral Officer for that Union Territory, with

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 13th July, 1977

S.O. 2381.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of

1956), the Central Government hereby appoints Shri J. Matthan, as a member of the Life Insurance Corporation of India vice Brig. Shamsher Singh.

[F. No. 81(1)-Ins. II/77]

नई दिल्ली, 15 जुलाई, 1977

का० आ० 2382.—जीवन बीमा निगम प्रधिनियम 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री एस० रामानाथन को श्री आर० बै० थापर के स्थान पर भारतीय जीवन बीमा निगम का मद्दम्य नियुक्त करती है।

[का० सं० 81(9)-बीमा II/76]

डॉ० क० सिंह, निदेशक (बीमा)

New Delhi, the 15th July, 1977

S.O. 2382.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956) the Central Government hereby appoints Shri S. Ramanathan, Additional Secretary, Department of Economic Affairs, Ministry of Finance as a member of the Life Insurance Corporation of India vice Shri R. D. Thapar.

[F. No. 81(9)-Ins. II/76]

D. K. SINGH, Director (Insurance)

(राजस्व और बैंकिंग विभाग)

(बैंकिंग विभा०)

सं० दिल्ली, 13 जुलाई, 1977

का० आ० 2383.—बैंककारी विनियमन प्रधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषित करती है कि उपर्युक्त प्रधिनियम की धारा 19(2) के उपबन्ध 21 जुलाई, 1977 से दो बर्ष की अवधि के निए दो यूनाइटेड बैंक ग्राफ इंडिया, कलकत्ता पर उस सीमा तक लागू नहीं होगे जहाँ तक कि उनका संबंध इस बैंक द्वारा बंगाल इनेमल बैंक्स लिमिटेड के 6.56 लाख रुपये मूल्य के शेयर अपने पास गिरव्यादार के रूप में रखते हैं।

[सं० 15(7)-बौ०भ० III/77]

(Department of Revenue and Banking)

(Banking Wing)

New Delhi, the 13th July, 1977

S.O. 2383.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act will not apply to the United Bank of India, Calcutta for a period of two years from the 21st July 1977, in so far as they relate to its holdings in the shares of the paid-up value of Rs. 6.56 lakhs of the Bengal Enamel Works Ltd. Calcutta, as pledgee.

[No. 15(7)-B.O. III/77]

का० आ० 2384.—बैंककारी विनियमन प्रधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषित करती है कि उपर्युक्त प्रधिनियम की धारा 19 की उपबन्ध (2) के उपबन्ध 17 अप्रैल 1978, तक दो मर्कोटाइल बैंक

लिमिटेड के शेयर जमानत के रूप में अपने पास रखने से है।

[सं० 15(19)-बौ०भ० III/77]

S.O. 2384.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of Section 19 of the said Act shall not apply to the Mercantile Bank Ltd., Bombay upto 17th April 1978, in respect of the shares of the Pearl Cycle Industries Ltd., held by it as pledgee since the 27th October 1972.

[No. 15(19)-B.C. III/77]

का० आ० 2385.—बैंककारी विनियमन प्रधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषित करती है कि उपर्युक्त प्रधिनियम की धारा 10बी० के उपबन्ध 31 मार्च, 1978 तक बड़ी बोआब बैंक लिमिटेड पर लागू नहीं होंगे।

[सं० 15(23)-बौ०भ० III/77]

मे० भा० उमणांबकर, अवर सचिव

S.O. 2385.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 10B of the said Act shall not apply to the Bari Doab Bank Ltd., Hoshlarpur till the 31st March 1978.

[No. 15(23)-B.O. III/77]

M. B. USGAONKAR, Under Secy.

सीमा शुल्क और केन्द्रीय उत्पाद शुल्क समाहरणालय

दंगसोर 26, मई, 1977

सीमा शुल्क

का० आ० 2386.—भारत सरकार के विस भेनालय (राजस्व और बैंकिंग विभाग) की अधिसूचना संख्या 79/कस (एक० सं० 473/2/75 कस VII) विनांक 18-7-1975 के माय पठित सीमा शुल्क प्रधिनियम 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं आर० एन० शुक्ला, समाहर्ता, सीमा शुल्क और केन्द्रीय उत्पाद शुल्क बैंगलूर, कनटिक समाहरणालय इस अधिसूचना द्वारा कनटिक राज्य के अस्संगत कोलार जिले, बंगारपेट नामक के० जी० एक० (कोलार गोल्ड फील्ड) को भण्डारारण स्टेशन घोषित करना है।

[अधिसूचना सं० 2/77 सी० म०-VIII/40/6/76 कस]

आर० एन० शुक्ला, समाहर्ता

Office of the Collector of Customs and Central Excise

Bangalore, the 26th May, 1977

CUSTOMS

S.O. 2386.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 79/Customs/F. No. 473/2/75 Cus. VII dated 18-7-1975 of the Government of India, Ministry of Finance

(Department of Revenue and Banking). I. R. N. Shukla, Collector of Customs and Central Excise, Bangalore, Karnataka Collectorate hereby declare the "K.G.F." (Kolar Gold Fields) Bangarupet Taluk, Kolar District in the State of Karnataka, to be a warehousing station.

[Notification No. 2/77 C. No. VIII/40/6/76 Cus.]
R. N. SHUKLA, Collector

आयात मंगालम्

संयुक्त मुद्रा नियंत्रक, आयात-नियांत्रण का कार्यालय (केन्द्रीय लाइसेंस बोर्ड)

लाइसेंस एवं करने का आवेदन

नई दिल्ली, 7 जनवरी, 1977

का० आ० 2387:—सर्वश्री एकोप्लास्ट उद्योग, 44-45 इन्डस्ट्रियल, एन्ड्रिया, सुदर्शनपुरा, जयपुर विधिको सामान्य मुद्रा थेट्र से 10,000 रुपए तक अन्तिम उत्पाद ए०पी० शीट्स के लिए भोटी तत्व का आयात करने के लिए, (2) प्रत्रैल—मार्च/76 अधिकारी के लिए परिविष्ट 28 की सूची II की मद संख्या 20 बेनजोल पैराक्साइड 500 रुपए तक के लिए, और (3) कम सं० 113/V के सामने की अस्थूक्ति 3 के अनुसार एकिलिक शीट की कुचली हुई कतरन जिसकी सम्भार्ह और चौड़ाई 25 मि० मी० से ज्यादा नहीं होनी चाहिए एकिलिक शीट्स के लिए सामान्य मुद्रा थेट्र से 10,000 रुपए के लिए एक आयात लाइसेंस मं० पी०/एम०/1847153, दिनांक 26-3-76 प्रदान किया गया था। पार्टी ने उक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति उनसे खो गई/अस्थानस्थ हो गई है। लाइसेंसधारी ने यह भी बताया है कि लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति किसी भी देश में साथ-पत्र थोड़े और उपयोग में लाए दिना ही खो गई है। आयात व्यापार नियंत्रण नियम तथा क्रियाविधि पुस्तक 1976-77 के कंडिका 320 (अध्याय (XVIII)) के अन्तर्गत आवेदक ने अपने तर्क के भर्त्यान में एक शपथ-पत्र दाखिल किया है। वे अनुसृष्ट हैं कि दूसीका लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति खो गई/अस्थानस्थ हो गई है।

शपथन यथा समोचित आयात नियंत्रण आवेदन, 1955 दिनांक 7-12-55 की उपधारा 9 (सी०पी०) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करने हुए मैं उक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति को रद्द करने का आवेदन देता हूँ।

आयात व्यापार नियंत्रण नियम तथा क्रियाविधि 1976-77 की कंडिका 320 के अनुसार लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिए आवेदक के सामने पर शब्द विचार किया जाएगा।

[मि० सं० एन०एम०/ए०-२०/ग०एम०-७६/ग०य०० राज एण्ड एड हाफ/
मी०एम०ए०/161]

के० भार० धीर, उप-मुख्य नियंत्रक,
हृते संयुक्त मुद्रा नियंत्रक

MINISTRY OF COMMERCE

Office of the Joint Chief Controller of Imports and Exports

(Central Licensing Area)

CANCELLATION ORDER

New Delhi, the 7th January, 1977

S.O. 2387.—M/s. Acroplast Udyog, 44-45 Industrial Area, Sudershanpura, Jaipur South were granted an import licence No. P/S/1847153 dated 26-3-76 for Rupees Ten Thousand

for G. C. A. End Use A. P. Sheets for import of Pearl Essence for A. P. Sheets upto Rs 10,000,2. Benzol Peroxide item No. 20 of list II of Appendix 28 of A.M. 76 period upto Rs. 500 and 3. Acrylic Sheet crushed scrap with and length should not exceed 25 mm as per remark No. 3 against S. No. 113/V. The firm have applied for duplicate Exchange Control Copy of above licence on the grounds that original exchange control copy of licence has been lost/misplaced at their end. The licensee have stated that original Exchange Control copy of licence has been lost without opening any letter of credit with any bank & without having been utilised.

The applicant has given an affidavit in support of their contentions as required under Para 320 (Chapter XVIII) of I.T.C. Hand Book of Rules and Procedure, 1976-77. I am satisfied that the Original Exchange Control Copy of aforementioned licence has been lost/misplaced.

In exercise of the powers conferred on me under clause 9(cc) of Import Control Order, 1955 dated 7-12-55 as amended upto date, I order the cancellation of Exchange Control Copy of the said licence.

The applicants case will now be considered for the issue of duplicate Exchange Control Copy of the licence in accordance with para 320 of I.T.C. Hand Book of Rules and Procedure, 1976/77.

[File No. NS/A-20/AM. 76/AU. RAJ & AD HOC/ CLA/161]

K. R. DHEER, Dy. Chief Controller,
for Jt. Chief Controller

मुद्रा नियंत्रक आयात-नियांत्रण का कार्यालय

लाइसेंस एवं करने का आवेदन

नई दिल्ली, 18 मई, 1977

का० आ० 2388:—सर्वश्री महत्ता एण्ड क०, 59 एम० ब्लॉक, कनाट सरकार, नई दिल्ली-110001 को सामान्य मुद्रा थेट्र के मुद्रे प्रत्रैल—मार्च, 1977 के लिए आयात व्यापार नियंत्रण नीति रेड बुक वा-1 के अनुसार एफ० 3.5 80 एम० लेन के साथ यांत्रिका मेट 124 जी० लेन प्रति-विवरन केरारा और महायाकों के साथ बक्से का आयात करने के लिए 1,633 रुपए मूल्य का आयात लाइसेंस संख्या पी०/ए०/1430037/सी०एम०एम०/61/एच०/43-44/एम०एल-2 प्रदान किया गया था।

2. उन्होंने उपर्युक्त आयात लाइसेंस की अनु लिपि सीमा शुल्क प्रयोजन और मुद्रा विनियम नियंत्रण प्रयोजन प्रति जारी करने के लिए इस आधार पर अनुरोध किया है कि भूत आयात लाइसेंस की बानों प्रतियां उनसे खो गई था अस्थानस्थ हो गई है। लाइसेंसधारी द्वारा आगे यह भी बताया गया है कि आयात लाइसेंस अप्रयुक्त था। लाइसेंस किसी भी सीमा शुल्क प्राधिकारी के पास वंजीकृत नहीं था।

3. अपने तर्क के भर्त्यान में, आवेदक ने एक शपथपत्र दाखिल किया है। आधोहस्ताक्षरी मालूम है कि लाइसेंस मंख्या पी०/ए०/1430037, दिनांक 3-11-76 की मूल सीमा शुल्क प्रयोजन और मुद्रा विनियम नियंत्रण प्रयोजन प्रति खो गई था अस्थानस्थ हो गई है। आवेदक ने दाखिल किया है कि आवेदक को उपर्युक्त आयात लाइसेंस की अनुलिपि प्रतियां जारी की जानी चाहिए। मूल लाइसेंस वो प्रतियां में रद्द किया जाता है।

4. आयात लाइसेंस की अनुलिपि प्रतियां अलग से जारी की जा रही हैं।

[संख्या 6/16/76-77/एम०एल० 2

एस० के० बना, उप-मुख्य नियंत्रक

Office of the Chief Controller of Imports and Exports

CANCELLATION ORDER

New Delhi, the 18th May, 1977

S.O. 2388.—M/s. Mahatta and Co. 59 M Block Connaught Circus New Delhi-110001 were granted import licence No. P/A/1430037/G/XX/61/Hc43-44-ML, II dated 3-11-76 for the import Yashica Mat-124 G Twin Lens Reflex Camera with F 3.5 80 mm lens and case with accessories subject to ITC Policy Red Book Vol. I for A.M. 77, valued at Rs. 1,633 against GCA.

2. They have requested for the issue of duplicate customs purposes copy and exchange control purposes copy of the above said import licence on the ground that the original import licence in duplicate has been lost or misplaced by them. It has been further reported by the licensee that the import licence had been un-utilised. The licence was not registered with any custom authority.

3. In support of their contention, the applicants have filed an affidavit. The undersigned is satisfied that the original Customs Purposes copy and Exchange Control Purposes copy of licence No. P/A/1430037 dated 3-11-76 has been lost or misplaced and directs that a duplicate copies of the said import licence should be issued to the applicant. The original licence in duplicate is cancelled.

4. The duplicate copies of the import licence are being issued separately.

[No. 6/16/76-77/ML. II]

S. K. BATTA, Dy. Chief Controller
for Chief Controller

लाइसेंस रद्द करने का आदेश

मई विली, 12 जूलाई, 1977

का० आ० 2389.—तेल एवं प्राकृतिक गैस प्रायोग, तेल भवन, वैहाराद्वान को सोवियत समाजवादी गणराज्य संघ से चलता फिरता भाष्य एक आयात करने के लिए 5,13,505 रुपये (पांच लाख तेरह हजार पाँच सौ पाँच मात्र रुपए) के लिए आयात लाइसेंस संख्या जी०/सी०जी०/2029945/टी०प्रार०/51/एच०39-40/सी०जी०-2, दिनांक 29-5-74 प्रदान किया गया था। प्रायोग ने आयात लाइसेंस का शेष मूल्य 1,62,700 रुपए (एक लाख बासठ हजार सात सौ रुपए मात्र) के लिए अनुमिति प्रति जारी करने के लिए आवादन किया है। इसके गमधंत में प्रायोग ने अवैतनिक महानगरीय मैजिस्ट्रेट, बम्बई के समक्ष विधिवत शपथ लेते हुए स्टाम्प कागज पर एक शपथनक प्रस्तुत किया है। इस बात की पुष्टि हुई है कि उक्त लाइसेंस सीमा शुल्क सदन, बम्बई के पास पंजीकृत करने के पश्चात खो गया/प्रस्थानस्थ हो गया है और 3,50,805 रुपए (तीन लाख पचास हजार प्राठ सौ पाँच रुपए मात्र) की सीमा तक उपयोग में लाया गया है। मैं सन्तुष्ट हूँ कि मूल आयात लाइसेंस संख्या जी०/सी०जी०/2029945/टी०प्रार०/51/एच०39-40, दिनांक 29-5-74 (दोनों प्रतियाँ) खो गया/प्रस्थानस्थ हो गया है और निदेश देता हूँ कि आवेदक को 1,62,700 रुपए (एक लाख बासठ हजार सात सौ रुपए मात्र) के सिए आयात लाइसेंस संख्या जी०/सी०जी०/2029945/टी०प्रार०/51/एच०39-40, दिनांक 29-5-74 की प्रतिसिद्धि प्रति जारी की जाए। मूल आयात लाइसेंस (दोनों प्रतियाँ) प्रतः रद्द किया जाता है।

[संख्या सी०जी०-2/पी० एण्ड सी०/121/73-74/594]

टी०टी० ला, उप-मुख्य नियंत्रण

CANCELLATION ORDER

New Delhi, the 12th July, 1977

S.O. 2389.—The Oil and Natural Gas Commission, Tel Bhawan, Dehra Dun, were granted import licence No. G/CG/2029945 T/OR/51/H/39-40/CG, II dated 29-5-74 for Rs. 5,13,505 (Rupees Five lakhs thirteen thousand five hundred and five only) for the import of Mobile Steam Unit from U.S.S.R. The Commission have now applied for issue of duplicate copy of the import licence for the balance value of Rs. 1,62,700 (Rupees One lakh sixty two thousand and seven hundred only). In support of this the Commission have furnished as affidavit on the stamped paper duly sworn before the Honorary Metropolitan Magistrate, Bombay. It is affirmed that the said licence was lost/misplaced after having been registered with Bombay Customs House, Bombay and utilised to the extent of Rs. 3,50,805 (Rupees three lakhs fifty thousand eight hundred and five only). I am satisfied that the original import licence No. G/CG/2029945/T/OR/151/H/39-40 dated 29-5-74 (both copies) has been lost/misplaced and direct that duplicate copy of the said import licence No. G/CG/2029945/T/OR/51/H/39-40 dated 29-5-1974 for Rs. 1,62,700 (Rupees One lakh sixty two thousand and seven hundred only) (both copies) may be issued to the applicant. The original import licence (both copies) is therefore cancelled.

[No. CG. II/P&C/121/73-74/594]

T. T. LA, Dy. Chief Controller.

कृपया और रिसंचार्ह मन्त्रालय

(आष विभाग)

प्रादेश

नई विली 18 जूलाई, 1977

का० आ० 2390.—प्रावस्थक वस्तु अधिनियम 1955 (1955 का 10) को आया 3 द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए चावल तथा धान (दक्षिणी इलाका) संचलन नियंत्रण प्रावेश 1976 का संशोधन करने के लिए निम्नलिखित प्रावेश करती है पर्यातः—

1. (1) इस प्रावेश का नाम चावल तथा धान (दक्षिणी इलाका) संचलन नियंत्रण (संशोधन) प्रावेश 1977 है।
- (2) यह तुरन्त प्रवृत्त हो जायेगा।
2. चावल तथा धान (दक्षिणी इलाका) संचलन नियंत्रण प्रावेश, 1976 में,—
 - (1) छण्ड 4 में—
 - (क) प्रथम परतुक में,
 - (i) मद (i) के स्थान पर निम्नलिखित मद रखी जाएगी पर्यातः—
 - (i) केंद्रीय सरकार और राज्य सरकार के खाने में; भवता”;
 - (ii) मद (iii) के पश्चात्, निम्नलिखित मद अतःस्थापित की जाएगी पर्यातः—
 - (iii-क). किसी राज्य पब्लिक सेक्टर संगठन जिसे चावल की व्यापार या विक्री या वितरण का काम सीमा गया है हारा या उसको ओर से; भवता”;
 - (iii) मद (v) के पश्चात् निम्नलिखित मद अतःस्थापित की जाएगी पर्यातः—
 - (v-क) कर्टिक राज्य में बेलांगोम जिले के बेलगाम शहर में भवता उन्नी कनारा जिले के कारवाड़ शहर में किसी

स्थान तक अधिकारी उक्त शहरों में से किसी स्थान से किसी अन्य स्थान तक; अथवा”;

(ब) द्वितीय परन्तुक का लोप किया जाएगा।

(2) खण्ड 6 के स्थान पर निम्नलिखित खण्ड रखा जाएगा, अधिकृत :—

“6. धान के नियंत्रण पर प्रतिबन्ध—कोई अधिकारी मिवाय निम्नलिखित के द्वारा जारी किये गए अनुज्ञापन के अधीन और उसके अनुमार विनियोग क्षेत्र के भीतर के किसी स्थान से उस क्षेत्र के बाहर के किसी स्थान को या इकाई इलाके के भीतर के किसी स्थान से उस क्षेत्र के बाहर के किसी स्थान को धान का नियंत्रण या नियंत्रण करने का प्रयत्न या नियंत्रण के लिए दुष्प्रेरण नहीं करेगा।—

(i) केन्द्रीय सरकार या उसके द्वारा इस निमित्त प्राधिकृत किसी अधिकारी द्वारा; अथवा

(ii) संबंधित राज्य सरकार द्वारा या उस सरकार द्वारा इस निमित्त प्राधिकृत किसी अधिकारी द्वारा किन्तु इस जरूरत के अधीन रहते हुए कि अनुज्ञापन के अधीन किये जाने वाले ऐसे नियंत्रणों का उस नियंत्रणों के अनुमार विनियमन किया जाएगा जो समय-समय पर केन्द्रीय सरकार द्वारा इस निमित्त जारी किए जाएँ।

परन्तु इसमें कोई बास धान के नियंत्रण को निम्नलिखित विवरों में आगे नहीं हैगी :—

(i) केन्द्रीय सरकार के ज्ञाते में; अथवा

(ii) सेना प्रत्ययनक्षों के अधीन और उनके अनुमार; अथवा

(iii) बाल नियम प्रधिनियम 1964 (1964 का 37) की धारा 3 के अधीन स्थापित भारतीय बाल नियम द्वारा या उसकी ओर से; अथवा

(iv) वास्तविक याकौं द्वारा, जबने सामाज के भाग के रूप में, वजन में कुल पांच किलोग्राम से अनधिक होने पर; अथवा

(v) जब धान की किसी ऐसी भूमि की जिस पर किसी अधिकारी द्वारा खेती की गई हो या किसी व्यक्ति का स्वामित्व हो सक्षम प्राधिकारी द्वारा दिए गए अनुज्ञा पत्र के अधीन और उसके अनुमार इलाके के बाहर के किसी स्थान में घरेलू उपयोग के लिए सम्पूर्ण या आंशिक उपज हो; अथवा

(vi) सीमा क्षेत्र में एक नगर या गांव के भीतर; अथवा

(vii) सीमा क्षेत्र में के किसी गाव से इकाई इलाके में की निकटतम मंडी तक, जारी ऐसी मंडी सीमा क्षेत्र के भीतर हो या बाहर; अथवा

(viii) राहत प्रदायने संबंधी भारत-अमेरिकी करार 1968 के अधीन धान न्यूलूप्र प्राप्त होने पर; अथवा

(ix) घरेलू उपयोग के लिए सीमा क्षेत्र के किसी वास्तविक निवासी द्वारा एक भूमि में वजन में कुल 20 किलोग्राम से अनधिक होने पर;

परन्तु यह और कि किसी व्यक्ति के लिए यह विधि पूर्ण होगा कि यह केन्द्रीय सरकार द्वारा या सम्बन्धित राज्य सरकार द्वारा या व्यास्तियि केन्द्रीय सरकार या राज्य सरकार द्वारा इस निमित्त

प्राधिकृत किसी अधिकारी द्वारा जारी किए गए अनुज्ञापन के अधीन और उसके अनुमार चार निकट वीज धान का नियंत्रण वास्तविक हृषि प्रयोजनों के लिए करें।”;

(3) खण्ड 7 के स्थान पर निम्नलिखित खण्ड रखा जाएगा अर्थात् :—

“7. सीमा क्षेत्र को या से या उसके भीतर धान के परिवहन पर प्रतिबन्ध—कोई अधिकारी मिवाय सम्बन्धित राज्य सरकार द्वारा या उस सरकार द्वारा इस निमित्त प्राधिकृत किसी अधिकारी द्वारा, जारी किए गए अनुज्ञापन के अधीन और उसके अनुमार,

(क) सीमा क्षेत्र के बाहर के किसी स्थान से उस क्षेत्र के भीतर के किसी अन्य स्थान को; अथवा

(ब) सीमा क्षेत्र के भीतर के किसी स्थान से उस क्षेत्र के बाहर के किसी स्थान को; अथवा

(ग) सीमा क्षेत्र के भीतर के किसी स्थान से उस क्षेत्र के किसी अन्य स्थान को;

धान का परिवहन या परिवहन करने का प्रयत्न; या परिवहन करने के लिए दुष्प्रेरण नहीं करेगा।

परन्तु इसमें कोई बात धान के परिवहन को निम्नलिखित विवरों में आगे नहीं होगी—

(i) केन्द्रीय सरकार के ज्ञाते में; अथवा

(ii) सेना प्रत्ययनक्षों के अधीन और उनके अनुमार; अथवा

(iii) बाल नियम प्रधिनियम 1964 (1964 का 37) की धारा 3 के अधीन स्थापित भारतीय बाल नियम के द्वारा या उसकी ओर से; अथवा

(iv) किसी राज्य परिवक्त सेक्टर संगठन जिसे धान की खीरी या बिक्री या वितरण का काम सौंपा गया है, द्वारा या उसकी ओर से; अथवा

(v) वास्तविक याकौं द्वारा अपने सामाज के भाग के रूप में वजन में कुल पांच किलो ग्राम से अनधिक होने पर; अथवा

(vi) जब वह किसी ऐसी भूमि की जिस पर किसी अधिकारी द्वारा खेती की गई हो या किसी व्यक्ति का स्वामित्व हो; सभी प्राधिकारी द्वारा दिए गए अनुज्ञापन के अधीन और उसके अनुमार इलाके के बाहर किसी स्थान में घरेलू उपयोग के लिए सम्पूर्ण या आंशिक उपज हो; अथवा

(vii) सीमा क्षेत्र में एक ही नगर या गांव के भीतर; अथवा

(viii) सीमा क्षेत्र में किसी गाव से इकाई इलाके में की निकटतम ग्राम मंडी तक वहाँ ऐसी मंडी सीमा के भीतर हो या बाहर; अथवा

(ix) कनाटक राज्य में बेलगाम जिले में बेलगाम शहर में अथवा उत्तरी कनारा जिले में कारवाड़ शहर में किसी स्थान तक अथवा पूर्वोक्त किसी स्थान से शहर में किसी अन्य स्थान तक; अथवा

(x) गढ़न प्रदायने संबंधी भारत-अमेरिकी करार, 1968 के अधीन धान-न्यूलूप्र प्राप्त होने पर; अथवा

(xi) घरेलू उपयोग के लिए सीमा क्षेत्र के किसी वास्तविक निवासी द्वारा एक भूमि में वजन में कुल 20 किलोग्राम से अनधिक होने पर।

स्पष्टीकरण:—धान के परिवहन के प्रयोजनों के लिए "सीमा लेन्ड"

से छंड 4 के स्पष्टीकरण में परिभाषित शब्द अप्रैत है।"

(4) बाह 8 का लोप किया जाएगा।"

[सं 4(एसप्रारजेड) (2)/76-डीएचआर(I)-53]

केंद्र आमक्षणिक, उप सचिव

MINISTRY OF AGRICULTURE AND IRRIGATION
(Department of Food)

ORDER

New Delhi, the 18th July, 1977

S.O. 2390.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order to amend the Rice and Paddy (Southern Zone) Movement Control Order, 1976, namely :—

1. (1) This Order may be called the Rice and Paddy (Southern Zone) Movement Control (Amendment) Order, 1977.

(2) It shall come into force at once.

2. In the Rice and Paddy (Southern Zone) Movement Control Order, 1976,—

(1) in clause 4,—

(a) in the first proviso,—

(i) for item (i), the following item shall be substituted, namely :—

"(i) on Central Government and State Government account; or";

(ii) after item (iii), the following item shall be inserted, namely :—

"(iii-A) by or on behalf of a State public sector organisation entrusted with purchase or sale or distribution of rice; or";

(iii) after item (v), the following item shall be inserted, namely :—

"(v-A) to any place in Belgaum City in Belgaum district or Karwar City in North Kanara district in the State of Karnataka or from any place to any other place in the aforesaid cities; or";

(b) the second proviso shall be omitted;

(2) for clause 6, the following clause shall be substituted, namely :—

"6. Restrictions on export of paddy.—No person shall export or attempt to export or abet the export of paddy from any place within a specified area to a place outside that area or from any place within the Southern Zone to any place outside it except under and in accordance with a permit issued by—

(i) the Central Government or by any officer authorised by it in this behalf; or

(ii) the State Government concerned or by any officer authorised in this behalf by that Government subject to the condition that such export under permits shall be regulated in accordance with such directions as may be issued by the Central Government in this behalf from time to time:

Provided that nothing contained herein shall apply to the export of paddy—

(i) on Central Government account; or

(ii) under and in accordance with Military Credit Notes; or

(iii) by or on behalf of the Food Corporation of India established under section 3 of the Food Corporations Act, 1964 (37 of 1964); or

(iv) not exceeding five kilograms in weight in the aggregate by a bona fide traveller as part of his luggage; or

(v) being the whole or part of the produce of land cultivated or owned by a person for his domestic consumption in a place outside the Southern Zone under and in accordance with a permit granted by the competent authority; or

(vi) within the same town or village in the border area; or

(vii) from a village in the border area to the nearest market (mandi) in the Southern Zone whether such market (mandi) is within or outside the border area; or

(viii) being received as gift under the Indo-US Agreement on Relief Supplies, 1968; or

(ix) not exceeding twenty kilograms in weight in the aggregate at one time by a bona fide resident of the border area for domestic consumption:

Provided further that it shall be lawful for a person to export seed paddy not exceeding four quintals for bona fide agricultural purposes under and in accordance with a permit issued by the Central Government or the State Government concerned or by any officer authorised in this behalf by the Central Government or as the case may be, by the State Government.";

(3) for clause 7, the following clause shall be substituted, namely :—

"7. Restrictions on transport of paddy to, from or within the border area.—No person shall transport or attempt to transport or abet the transport of paddy—

(a) to any place within the border area from any other place outside that area; or

(b) from any place in the border area to any place outside that area; or

(c) from any place in the border area to any other place in that area;

except under and in accordance with a permit issued by the State Government concerned or any officer authorised by that Government in this behalf:

Provided that nothing contained herein shall apply to the transport of paddy—

(i) on Central Government and State Government account; or

(ii) under and in accordance with Military Credit Notes; or

(iii) by or on behalf of the Food Corporation of India established under section 3 of the Food Corporations Act, 1964 (37 of 1964); or

(iv) by or on behalf of a State public sector organisation entrusted with purchase or sale or distribution of paddy; or

(v) not exceeding five kilograms in weight in the aggregate by a bona fide traveller as part of his luggage;

(vi) being the whole or part of the produce of land cultivated or owned by a person for his domestic consumption in a place outside the Southern Zone under and in accordance with a permit granted by the competent authority; or

(vii) within the same town or village in the border area; or

- (viii) from a village in the border area to the nearest market (mandi) in the Southern Zone whether such market (mandi) is within or outside the border area; or
- (ix) to any place in Belgaum City in Belgaum district or Karwar City in North Kanara district in the State of Karnataka or from any place aforesaid to any other place in the city; or
- (x) being received as gift under the Indo-US Agreement on Relief Supplies, 1968; or
- (xi) not exceeding twenty kilograms in weight in the aggregate at one time by a bona fide resident of the border area for domestic consumption.

Explanation.—For the purpose of transport of paddy, 'border area' means the area as defined in the Explanation to clause 4;

(4) clause 8 shall be omitted.

[No. 4(SRZ)(2)/76-D&R(I)-53]
K. BALAKRISHNAN, Dy. Secy.

उज्ज्वा मंद्रालय

(कोयला विभाग)

नई दिल्ली, 12 जुलाई 1977

का० ना० 2391.—एनदब्ल्यूआरा यह अधिसूचित किया जाता है कि कोयला बाट (राष्ट्रीयकरण) अधिनियम, 1973 (1973 का 26) की धारा 17 की उपधारा (i) द्वारा प्रबल मरियों का प्रयोग तथा भारत सरकार, इस्पात और बाट मंद्रालय (बाट विभाग) की तारीख 27 सितम्बर, 1974 की अधिसूचना मं० 2592 का अनिकमण करते हुए, केंद्र सरकार ने 3 जून, 1977 के पूर्वान्तर से श्री एम० क० घर को कलकत्ता में भूगतान प्रायुक्त किया गया है।

[फाईल सं० 11023/9/76-सी०ए०]
जी० बी० जी० रामन, उप सचिव

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 12th July, 1977

S.O. 2391.—It is hereby notified that in exercise of the powers conferred by sub-section (1) of section 17 of the Coal Mines (Nationalisation) Act, 1973 (26 of 1973) and in supersession of the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines) No. 2592 dated the 27th September, 1974, the Central Government has appointed Shri S. K. Dhar as the Commissioner of Payments at Calcutta with effect from the forenoon of 3rd June, 1977.

[File No. 11023/9/76-CA]
G. V. G. RAMAN. Dy. Secy.

नई दिल्ली, 15 जुलाई, 1977

का० ना० 2392.—केंद्रीय सरकार ने, कोयला बाट (अर्जन और विभाग) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के प्रधीन, भारत सरकार के ऊर्जा मंद्रालय (कोयला विभाग) द्वारा जारी की गई अधिसूचना मं० का० ना० 533 तारीख 7 जनवरी, 1976 द्वारा, उस अधिसूचना में उपायद्वय मनुसूची में विनिविष्ट परिक्षेत्र में 79.90 एकड़ (लगभग) या 28.28 हेक्टेयर (लगभग) माप की भूमियों में कोयला का पूर्वेक्षण करने के अपने प्राण्य की सूचना की थी :

और केंद्रीय सरकार का समाधान हो गया है कि उक्त भूमियों के भाग में कोयला अभिप्राप्त है।

प्रतः, प्रबल, केंद्रीय सरकार, कोयला बाटे बोर्ड, (अर्जन और विभाग) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रबल मरियों का प्रयोग करते हुए, इससे उपायद्वय मनुसूची में अंगत 0.30 एकड़ (लगभग) या 0.12 हेक्टेयर (लगभग) माप की भूमियों को अंजित करने के अपने आवश्यकी सूचना देनी है;

2. इस अधिसूचना के प्रमत्तांत याने वाले बोर्ड के रेकॉर्डों का निरीक्षण उपआयुक्त गिरिशीह (बिहार) के कार्यालय में, या कोयला नियंत्रक-1 काउन्सिल भूउत्तर स्ट्रीट, कलकत्ता के कार्यालय में, या सेन्ट्रल कोयलकोइलेक्ट्रिस लिमिटेड, (राजस्व अनुभाग) वर्मगां भूउत्तर, रांची (बिहार), के कार्यालय में किया जा सकता है।

3. कोयला नियंत्रक, 1-काउन्सिल भूउत्तर स्ट्रीट, कलकत्ता को केंद्रीय सरकार द्वारा इस अधिनियम के अधीन सभी प्राधिकारी नियुक्त किया गया है।

मनुसूची

घोषीशीह-जाइकुटी ब्लाट

(गिरिशीह कोलफील्ड)

बा० सं० राज०/14/77

तारीख 31-3-77

(अंजित किए जाने वाले प्लाट दर्शित हैं)

क्रम सं०	प्राप्त वाट सं०	धारा सं०	जिला	प्लाट सं०	बोर्डकल सं०	टिप्पणी
1.	घोषीशीह	गिरिशीह	193	प्लाट सं० 119	0.10	भाग
2.	कुरुक्षुरबारी	गिरिशीह	194	" 2132	0.20	भाग
कुल बोर्डकल :			प्लाट सं० 119			
			प्लाट सं० 2132			
			प्लाट सं० 0.30 एकड़ (लगभग)			
			प्लाट सं० 0.12 हेक्टेयर (लगभग)			

प्राप्त घोषीशीह में अंजित की जाने वाली प्लाट सं० 119

प्राप्त कुरुक्षुरबारी में अंजित की जाने वाली प्लाट सं० 2132

सीमा बर्णन :

घोषीशीह प्राप्त में प्लाट सं० 119, जो उत्तर में प्लाट सं० 112 से दक्षिण में रेलवे लाइन में, पूर्व में प्लाट सं० 117 और 118 से पूर्व पश्चिम में प्लाट सं० 120 से दिया है।

प्राप्त कुरुक्षुरबारी में प्लाट सं० 2132 जो उत्तर पूर्व पश्चिम में प्लाट सं० 2133 से, पूर्व में प्लाट सं० 2116 से और दक्षिण में रेलवे लाइन, से दिया है।

[सं० 19(41)/75-सी०एल०]

एम० घा० ए० रिजॉनी, नियंत्रक

New Delhi, 15th July, 1977

S.O. 2392.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 533 dated the 7th January, 1976 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in 79.90 acres (approximately) or 28.28 hectares (approximately) of the lands in the locality specified in the Schedule appended to that notification,

And whereas the Central Government is satisfied that coal is obtainable in part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to acquire the lands measuring 0.30 acres (approximately) or 0.12 hectare (approximately) described in the Schedule appended hereto.

2. The plans of the area covered by this notification may be inspected in the office of the Dy. Commissioner, Giridih (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Central Coal-fields Limited, (Revenue Section) Darbhanga House, Ranchi (Bihar).

3. The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE
Dhobidih-Jatkuti Block
(Giridih Coalfield)

Drg. No. Rev/14/77
Dated 31-3-1977
(showing plots to be acquired)

Sl. No.	Village	Thana No.	Thana No.	District	Plot No.	Area	Remarks
1.	Dhobidih	Giridih	193	Giridih	119	0.10	Part
2.	Kurhurbaree	„	194	„	2132	0.20	„
Total area :-							0.30 acres (approximately)
or							0.12 hectares (approximately)

Plot no. to be acquired in village Dhobidih :—
119

Plot number to be acquired in village Kurhurbaree :—
2132.

BOUNDARY DESCRIPTION :

Plot no. 119 surrounded on North by plot no. 112 on South by railway line, on East by Plot Nos. 117 & 118 on West by Plot no. 120 in village Dhobidih.

Plot no. 2132 surrounded on North & West by plot no. 2133, on East by plot no. 2118 and on South by railway line and in village Kurhurbaree.

[No. 19(41)/75-CL]
S. R. A. RIZVI, Director

नौकरी और परीक्षण मंत्रालय

(परिवहन विभाग)

नई दिल्ली, 14 जुलाई, 1977

का० ना० 2393.—केंद्रीय सरकार, सरकारी स्थान (प्रप्राप्तिकारी की बेवजही) प्रधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त गतिविधियों का प्रयोग करते हुए, नीचे की सारणी के सम्बन्ध (1) में विभिन्न प्रधिकारी को, जो सरकार के राजपत्रिल प्रधिकारी की पक्षित के समरूप प्रधिकारी है, उक्त प्रधिनियम के प्रयोजनों के लिए सम्बद्ध प्रधिकार नियुक्त करती है, जो उक्त सारणी के सम्बन्ध (2) में की तरसम्बन्धी प्रविष्टियों में विविदिष्ट सरकारी स्थानों के प्रबंगों की व्यापक सम्बन्धी प्रधिकारिता भी स्थानीय सीमाओं के भीतर, उक्त प्रधिनियम द्वारा या उसके प्रधीन सम्बद्ध प्रधिकारियों को प्रदत्त शर्तियों का प्रवृत्त और प्रधिरोपित करन्वाले का पालन करेगा।

सारणी

प्रधिकारी का पदाधिकार

सरकारी स्थानों के प्रवृत्त
और प्रधिकारियों की
स्थानीय सीमाएं

1

2

उप धर्यक्ष, मद्रास श्रम बोर्ड, मद्रास

मद्रास को नियम सीमाओं
के भीतर मद्रास श्रम
श्रम बोर्ड के कर्मचारियों
और कर्मकारों के
क्वार्टर और प्रन्य भवन

[का० स० ए८०डी०ए८०/५/७७]

बी० संकरलिङम, घर सचिव

MINISTRY OF SHIPPING & TRANSPORT

(Transport Wing)

New Delhi, the 14th July, 1977

S.O. 2393.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being officer equivalent in rank to gazetted officers of Government, to be estate officer for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the categories of public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of officer	Categories of public premises and local limits of jurisdiction
1	2
Deputy Chairman, Madras Dock Labour Board, Madras,	Staff and workers Quarters and other buildings belonging to the Madras Dock Labour Board within the Corporation limits of Madras.

[No. LDM/5/77]
V. SANKARALINGAM, Under Secy.

CORRIGENDUM

New Delhi, the 12th July, 1977

S.O. 2394.—In the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 1202, dated the 31st March, 1977, published at page 1425 of the Gazette of India, 1977, Part II, Section 3, Sub-section (ii), dated the 23rd April, 1977,—

(1) in item (a), in the second line,—

(i) for "1.00", read "1.50";

(ii) for "he", read "the";

(2) in item (b), in the second line, for
"1.50", read "1.00".

[F. No. 5-MSR(15)/76-MA]
U. S. KAUSHIK, Under Secy.

संचार मंत्रालय

(टाक तार बोर्ड)

नई विल्सी, 11 जुलाई, 1977

का०मा० 2395.—पैयानूर व त्रिकारपुर टेलीफोन एक्सचेंज व्यवस्था के स्थानीय क्षेत्र में बदली किए जाने की बाबत जिन लोगों पर इस परिवर्तन का प्रभाव पड़ने की संभावना है एक सर्वसाधारण सूचना उन सबकी जानकारी के लिए जैसा कि भारतीय सार नियमावली 1951 के नियम 434(III) (2 सी) में संशोधित है पैयानूर व त्रिकारपुर में चालू समाचार पत्रों ने निकाला गया था और उनमें कहा गया था कि इस बारे में यदि उन्हें कोई आपत्ति हो या उनके कोई सुझाव हों तो वे इस सूचना के प्रकाशित होने की तारीख से 30 दिनों के भीतर भेजने का काट करें।

उक्त सूचना सर्वसाधारण की जानकारी के लिए 20-8-76 को 'माध्यमिक' कोरीन, 'वीक्षण' कोरीन, 'दीपिका' कोट्टायाम और 'केस्ट कोम्पौज़ी' लिवेन्ट्रम समाचार पत्रों में प्रकाशित कराई गई थी।

उक्त सूचना के उत्तर में जन साधारण से कोई आपत्तियां और सुझाव प्राप्त नहीं हुए।

इसलिए अब उक्त नियमावली के नियम 434(III) (2 सी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महानिवेशक, डाक-तार से घोषित किया है कि तारीख 1-8-77 से पैयानूर व त्रिकारपुर का स्थानीय संशोधित क्षेत्र इस प्रकार होगा :—

1. पैयानूर टेलीफोन एक्सचेंज व्यवस्था :

पैयानूर का स्थानीय क्षेत्र वही होगा जोकि पैयानूर टेलीफोन एक्सचेंज से 5 कि०मी० अरीय दूरी के प्रत्यर्गत पड़ता है।

किन्तु यह सीमा उत्तर पश्चिम में मणियथ थाढ़ू और कोरायी पूजा तक और दक्षिण पश्चिम में सुलतान फैजल तक होगी। और कोरायी द्वीप समूह को सेवा पैयानूर से मिलेगी।

2. त्रिकारपुर टेलीफोन एक्सचेंज व्यवस्था :

त्रिकारपुर का स्थानीय क्षेत्र वही होगा जो कि त्रिकारपुर टेलीफोन एक्सचेंज से 5 कि०मी० अरीय दूरी के प्रत्यर्गत पड़ता है। किन्तु यह उत्तर में यह सीमा चिमूबायर टेलीफोन एक्सचेंज से 5 कि०मी० अरीय दूरी की खाल तक और शरीय पर्याय थांडू और कोरायी पूजा के पूर्वी क्षेत्र में पैयानूर टेलीफोन एक्सचेंज से 5 कि०मी० अरीय दूरी तक होगी।

[सं० 3-6/74-पी०एच०बी०]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 11th July, 1977

S.O. 2395.—Whereas a public notice for revising the local area of Payyanur and Trikarpur Telephone Exchange Systems was published as required by rule 434 (III)(2c) of the Indian Telegraph Rules, 1951 in the Newspapers in circulation at Payyanur and Trikarpur inviting objections and suggestions from all persons likely to be affected thereby, within a period of 30 days from the date of publication of the notice in the Newspapers;

And whereas the said notice was made available to the public on 20th September, 1976 in 'Mathrubhumi' Cochin, 'Veekshanam' Cochin, 'Deepika' Kottayam and 'Kerala Kaumudi' Trivandrum Newspapers;

And whereas no objections and suggestions have been received from the public on the said notice;

Now, therefore, in exercise of the power conferred by rule 434 (III) (2c) of the said Rules, the Director General Posts and Telegraphs hereby declares that with effect from 56 GI/77—2

1-8-1977 the revised local area of Payyanur and Trikarpur shall be as under:

1. Payyanur Telephone Exchange System :

The local area of Payyanur shall cover an area falling within 5 Kms radial distance from Payyanur Telephone Exchange :

Provided that this limit shall be restricted to the line of Maniyath Thodu and Kovvayipuzha on the North West and Sultan's Canal on South-West.

Provided further that Kovvayi Island will be served by Payyanur.

2. Trikarpur Telephone Exchange Systems :

The local area of Trikarpur shall cover an area falling within 5 Kms radial distance from Trikarpur Telephone Exchange :

Provided that this limit shall be restricted to the line of 5 Kms radial distance from Cheuvathur Telephone Exchange in the North, and to the line of 5 Kms radial distance from Payyanur Telephone Exchange in the area falling on the East of Maniyath Thodu and Kovvayipuzha.

[No. 3-6/74-PHB]

नई विल्सी, 18 जुलाई, 1977

का०मा० 2396.—पोर्ट ब्लेयर और बिम्बरलीगंज टेलीफोन एक्सचेंज व्यवस्था के स्थानीय क्षेत्र में बदली किए जाने की बाबत जिन लोगों पर इस परिवर्तन का प्रभाव पड़ने की संभावना है एक सर्वसाधारण सूचना उन सबकी जानकारी के लिए जैसा कि भारतीय सार नियमावली 1951 के नियम 434 (III) (2सी) में संशोधित है प्रणालीन द्वीप समूह में चालू समाचार पत्रों में निकाला गया था और उनसे कहा गया था कि इस बारे में यदि उन्हें कोई आपत्ति हो या उनके कोई सुझाव हों तो वे इस सूचना के प्रकाशित होने की तारीख से 30 दिनों के भीतर भेजने का काट करें।

उक्त सूचना सर्वसाधारण की जानकारी के लिए 1-2 फरवरी 77 को 'छण्डमाल टाइम्स' और 'डेली टेलीग्राफ' पोर्ट ब्लेयर और 6 फरवरी 1977 को 'धानस्त भाजार प्रिंटिंग' कलकत्ता समाचार पत्रों में प्रकाशित कराई गई थी।

उक्त सूचना के उत्तर में जनसाधारण से कोई आपत्तियां और सुझाव प्राप्त नहीं हुए।

इसलिए अब उक्त नियमावली के नियम 434(3) (2सी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महानिवेशक डाकघार ने घोषित किया है कि तारीख 1-8-77 से पोर्ट ब्लेयर और बिम्बरलीगंज का स्थानीय संशोधित क्षेत्र इस प्रकार होगा :—

1. पोर्टब्लेयर टेलीफोन एक्सचेंज व्यवस्था :

पोर्टब्लेयर का स्थानीय क्षेत्र वही होगा जो कि पोर्ट ब्लेयर नगर पालिका के सेवाधारकार में आता है। किन्तु वे टेलीफोन प्रयोगकर्ता जो कि पोर्ट ब्लेयर नगर पालिका सीमा के बाहर स्थित हैं जिन्हें पोर्टब्लेयर टेलीफोन एक्सचेंज व्यवस्था से सेवा प्रदान होती है वे इस व्यवस्था के किसी भी एक्सचेंज से जब तक 5 किलोमीटर दूरी के भीतर स्थित रहेंगे और इस व्यवस्था से जुँग रहेंगे तब तक स्थानीय शुल्क वर से प्रदानयी करेंगे।

2. बिम्बरलीगंज टेलीफोन एक्सचेंज व्यवस्था :

बिम्बरलीगंज का स्थानीय क्षेत्र वही होगा जो कि बिम्बरलीगंज टेलीफोन एक्सचेंज से 5 किलोमीटर अरीय दूरी के भीतर पड़ता हो। किन्तु यह सीमा दक्षिण और दक्षिण-पश्चिम में समुद्री किनारे तक होगी। नाथ ही बिम्बरलीगंज टेलीफोन एक्सचेंज व्यवस्था में 1-8-77 से प्रमाणित दर प्रणाली के स्थान पर एक सार वर प्रणाली लागू हो जाएगी।

[सं० 3- 18/76-पी०एच०बी०]

प्रा० ना० कौल, निदेशक फोन (१)

New Delhi, the 18th July, 1977

S.O. 2396.—Whereas a public notice for revising the local area of Port Blair and Wimbarlygunj Telephone Exchange System was published as required by rule 434 (III) (2c) of the Indian Telegraph Rules, 1951 in the Newspapers in circulation at Andaman Island inviting objections and suggestions from all persons likely to be affected thereby, within a period of 30 days from the date of publication of the notice in the Newspapers;

And whereas the said notice was made available to the public on 1st February, 1977 and 2nd February, 1977 in 'Andaman Times' and 'Daily Telegraphs' Port Blair and on 6th February 1977 in 'Anand Bazar Patrika' Calcutta Newspapers.

And whereas no objections and suggestions have been received from the public on the said notice;

Now, therefore, in exercise of the power conferred by rule 434(III) (2c) of the said Rules, the Director General Posts and Telegraphs hereby declares that with effect from 1-8-1977 the revised local area of Port Blair and Wimbarly-gunj shall be as under;

1. Port Blair Telephone Exchange System :

The local area of Port Blair shall cover an area falling under the jurisdiction of Port Blair Municipality;

Provided that the telephone subscribers located outside Port Blair Municipal limit but who are served from Port Blair Telephone Exchange system shall continue to pay local tariffs as long as they are located within 5 Kms. of any exchange system and remain connected to it.

2. Womberlygunj Telephone Exchange System :

The local area of Wimberlygunj shall cover an area falling within 5 Kms. radial distance from Wimberlygunj Telephone Exchange.

Provided that this limit shall be restricted to sea coast in South and South West.

Provided further that Wimberlygunj Telephone Exchange system will be converted from measured Rate to Flat Rate System with effect from 1-8-1977.

[No. 3-18/76 PHB]

P. N. KAUL, Director (PHE)

पूर्ति विमाण

नई दिल्ली, 6 मई, 1977

का० आ० 2397 :—केन्द्रीय सिविल सेवा (वर्गीकरण, नियन्त्रण और अपील), नियम 1965 के नियम 34 के साथ पठित नियम 9 के उप नियम (2), नियम 12 के उप नियम (2) के बाणी (बी) और नियम 24 के उप नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति एवं द्वारा निर्देश देते हैं कि भारत सरकार के भूतपूर्व उद्योग और पूर्ति संवालय (पूर्ति और तकनीकी विकास विभाग) के एस०आर०प्र० 3687 दिनांक 12 अक्टूबर, 1964 की प्रधिसूचना में निम्नलिखित और संशोधन किये जाएं, प्रधार्ता :—

कथित भ्रष्टसचना की अनसची में :

(क) "भाग-1, सामान्य केन्द्रीय सेवा, श्रेणी 3 में "मुख्य बेसन तथा लेखा प्रधिकारी के संगठन" नामक शीर्षक और उसके अन्तर्गत भी गई प्रविष्टियों के स्थान पर, निम्नलिखित को प्रतिस्पष्टित किया जाये:—

पदनाम	नियोक्ता प्राधिकारी	वर्ण देने के लिए सक्षम प्राधि- कारी और वे वर्ण जिन्हें वह दे सकता है (नियम 11 की मद संख्याओं के सन्दर्भ में) प्राधिकारी।	वर्ण	प्रीति प्राधिकारी
1	2	3	4	5
"मुख्य लेखा नियंत्रक का संगठन (पूर्ति विभाग)				
(1) मुख्य लेखा नियंत्रक (पूर्ति विभाग) का कार्यालय, नई विस्तीर्ण				
कमिष्ट लेखा प्रधिकारी (एस० ए० एस०) मन्त्र सभी पद	मुख्य लेखा नियंत्रक (पूर्ति) उप मुख्य लेखा नियंत्रक (पूर्ति)	मुख्य लेखा नियंत्रक (पूर्ति) उप मुख्य लेखा नियंत्रक (पूर्ति)	सभी	सचिव (पूर्ति) मुख्य लेखा नियंत्रक (पूर्ति)
(2) लेखा नियंत्रक (पूर्ति) का कार्यालय, कलाकारा				
कमिष्ट लेखा प्रधिकारी (एस० ए० एस०) मन्त्र सभी पद	मुख्य लेखा नियंत्रक (पूर्ति) लेखा नियंत्रक (पूर्ति)	मुख्य लेखा नियंत्रक (पूर्ति) लेखा नियंत्रक (पूर्ति)	सभी	सचिव (पूर्ति) मुख्य लेखा नियंत्रक (पूर्ति)

1	2	3	4	5
---	---	---	---	---

(3) उप सेक्षा नियंत्रक (पूर्ति) का कार्यालय,

सम्बर्द्ध

कनिष्ठ सेक्षा प्रधिकारी (एस०ए०एस०)
सभी पद

मुख्य सेक्षा नियंत्रक (पूर्ति)
उप सेक्षा नियंत्रक (पूर्ति)

मुख्य सेक्षा नियंत्रक (पूर्ति)
उप सेक्षा नियंत्रक (पूर्ति)

सभी
सभी

सचिव (पूर्ति)
मुख्य सेक्षा नियंत्रक
(पूर्ति)

(4) उप सेक्षा नियंत्रक (पूर्ति) का कार्यालय,

मद्रास

कनिष्ठ सेक्षा प्रधिकारी (एस०ए०एस०)
सभी पद

मुख्य सेक्षा नियंत्रक (पूर्ति)
उप सेक्षा नियंत्रक (पूर्ति)

मुख्य सेक्षा नियंत्रक (पूर्ति)
उप सेक्षा नियंत्रक (पूर्ति)

सभी
सभी

सचिव (पूर्ति)
मुख्य सेक्षा नियंत्रक
(पूर्ति)

(व) "खण्ड 2, सामान्य केन्द्रीय सेवा, श्रेणी 4" में "मुख्य वेतन तथा सेक्षा प्रधिकारी का संगठन" नामक शीर्षक और उसके अन्तर्गत आने वाली प्रविष्टियों के स्थान पर निम्नलिखित को प्रतिस्थापित किया जाये, अर्थात् :—

1	2	3	4	5
---	---	---	---	---

"मुख्य सेक्षा नियंत्रक का संगठन (पूर्ति
विभाग)

(1) मुख्य सेक्षा नियंत्रक (पूर्ति विभाग का
कार्यालय), नई दिल्ली

सभी पद कार्यालय प्रध्यक्ष

कार्यालय प्रध्यक्ष

सभी

मुख्य सेक्षा नियंत्रक

(2) सेक्षा नियंत्रक (पूर्ति) का कार्यालय,
कलकत्ता

सभी पद कार्यालय प्रध्यक्ष

कार्यालय प्रध्यक्ष

सभी

मुख्य सेक्षा नियंत्रक

(3) उप सेक्षा नियंत्रक (पूर्ति) का कार्यालय,
बम्बई

सभी पद कार्यालय प्रध्यक्ष

कार्यालय प्रध्यक्ष

सभी

मुख्य सेक्षा नियंत्रक

(4) उप सेक्षा नियंत्रक (पूर्ति) का कार्यालय,
मद्रास

सभी पद कार्यालय प्रध्यक्ष

कार्यालय प्रध्यक्ष

सभी

मुख्य सेक्षा नियंत्रक

[फाइल सं. 17/1/76-बी]

जे० एम० लिंगडौहू, निवेशक

DEPARTMENT OF SUPPLY

New Delhi, the 6th May, 1977

S.O. 2397 —In exercise of the powers conferred by sub-rule (2) of rule 9, Clause (b) of sub-rule (2) of rule 12 and sub-rule (1) or rule 24 read with rule 34 of the Central Civil Services (Classification, Control & Appeal) Rules, 1965, the President hereby directs that the following further amendments shall be made in the notification of the Government of India in the late Ministry of Industry and Supply (Department of Supply & Technical Development) No. S.R.O. 3687 dated the 12th October, 1964, namely :—

In the Schedule to the said notification,—

(a) in "Part-I, General Central Service, Class III" for the heading "Chief Pay and Accounts Officer's Organisation" and the entires, thereunder, the following shall be substituted :—

Designation of post.	Appointing Authority	Authority competent to impose penalties	Appellate Authority
		and penalties which it may impose with reference to item numbers in rule 11.	
		Authority	Penalties

1	2	3	4	5
---	---	---	---	---

"Chief Controller of Accounts Organisation
(Department of Supply)

(1) Office of the Chief Controller of Ac-
counts, Dptt., of Supply, New Delhi.

Junior Accounts Officer (SAS)

Chief Controller of
Accounts (Supply)

All

Secretary (Supply)

1	2	3	4	5
All other posts	Deputy Chief Controller of Accounts (Supply).	Deputy Chief Controller of Accounts (Supply).	All	Chief Controller of Accounts (Supply)
(2) Office of the Controller of Accounts (Supply) Calcutta.				
Junior Accounts Officer (S.A.S.)	Chief Controller of Accounts (Supply)	Chief Controller of Accounts (Supply)	All	Secretary (Supply)
All other posts	Controller of Accounts (Supply)	Controller of Accounts (Supply)	All	Chief Controller of Accounts (Supply)
(3) Office of the Deputy Controller of Accounts (Supply), Bombay.				
Junior Accounts Officer (S.A.S.)	Chief Controller of Accounts (Supply)	Chief Controller of Accounts (Supply)	All	Secretary (Supply)
All other posts	Deputy Controller of Accounts (Supply)	Deputy Controller of Accounts (Supply)	All	Chief Controller of Accounts (Supply)
(4) Office of the Deputy Controller of Accounts (Supply), Madras.				
Junior Accounts Officer (S.A.S.)	Chief Controller of Accounts (Supply)	Chief Controller of Accounts (Supply)	All	Secretary (Supply)
All other posts	Deputy Controller of Accounts (Supply)	Deputy Controller of Accounts (Supply)	All	Chief Controller of Accounts (Supply)

(b) in "Part II, General Central Service, Class IV" for the heading "Chief Pay and Accounts Officer's Organisation" and the entries relating thereunder, the following shall be substituted namely :—

1	2	3	4	5
'Chief Controller of Accounts Organisation (Dept. of Supply)				
(1) Office of the Chief Controller of Accounts (Dept. of Supply), New Delhi.				
All Posts	Head of Office	Head of Office	All	Chief Controller of Accounts
(2) Office of the Controller of Accounts (Supply) Calcutta.				
All posts	Head of Office	Head of Office	All	Chief Controller of Accounts
(3) Office of the Deputy Controller of Accounts (Supply) Bombay				
All Posts	Head of Office	Head of Office	All	Chief Controller of Accounts
(4) Office of the Deputy Controller of Accounts (Supply) Madras				
All posts	Head of Office	Head of Office	All	Chief Controller of Accounts

अम मंत्रालय

नई दिल्ली, 12 जुलाई, 1977

ग्रांटेश

का० आ० 2398.—केन्द्रीय सरकार की राय है कि इससे उपर्युक्त प्रधिसूचना में विनियोजित विधियों के बारे में ऐससे डालमिया सीमेंट (भारत) लिमिटेड, डालमियापुरम्।

के प्रबन्धक संबंध से सम्बद्ध नियोजितों और उनके कर्मकारों के बीच एक ग्रौषोगिक विवाद विद्यमान है:

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करता बाधनीय समझती है,

अतः, अब, ग्रौषोगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के अन्त (अ) डारा प्रदत्त शक्तियों का प्रयोग करके हुए, केन्द्रीय सरकार एक ग्रौषोगिक प्रधिकरण गठित करती है जिसके पीठासीन प्रधिकारी श्री सिंगारवेल होंगे, जिनका मुद्द्यान्त मांडाम में होगा और उक्त विवाद को उक्त प्रधिकरण को न्यायनिर्णय के लिए निर्देशित करती है।

अनुसूची

“इया डालमिया सीमेंट (भारत) लिमिटेड, डालमियापुरम् के प्रबन्ध-तत्व का निम्नलिखित कर्मकारों अर्थात् (i) श्री एम० नटराजन, टी० स० 192, (ii) श्री एम० रामस्वामी, टी० स० 5, (iii) श्री केचननुर वेणियम्मामी, टी० स० 11, (iv) श्री चिन्नाकम्पट्टी रमेश्वरमी, टी० स० 29, और (v) श्री आर० नटचीम्मू, टी० स० 521 का० 12 भ्रम्मपुर, 1976 से सेवा से बरखास्त करना न्यायोचित था? यदि नहीं, तो उक्त कर्मकार किंवा अनुसार के हफदार है?”

[म० एन०-29012/13/77-डी० III-शी०]

श्री० वेलायुधन, अवार सचिव

MINISTRY OF LABOUR

ORDER

New Delhi, the 12th July, 1977

S.O. 2398.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Dalmia Cement (Bharat) Limited, Dalmaipuram and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. N. Singaravelu shall be the Presiding Officer with headquarters at Mardas and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the Management of Dalmia Cement (Bharat) Limited, Dalmaipuram was justified in dismissing the following workmen viz. (i) Sri M. Natarajan, T. No. 192; (ii) Sri M. Ramaswamy, T. No. 5; (iii) Shri Keeranur Periaswamy, T. No. 11; (iv) Shri Chinnakampanthy Ramaswamy, T. No. 29 and (v) Shri R. Natachimuthu, T. No. 521, from service with effect from 12th October, 1976?

If not, to what relief the said workmen are entitled to?”

[No. L-29012/13/77-DIIIB]

V. VELAYUDHAN, Under Secy.

नई दिल्ली, 12 मई, 1977

का० आ० 2399.—केन्द्रीय सरकार, भारतीय स्थान (प्रधानिकृत प्रधिसूचियों की बेवजही) प्रधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के नियन्त्रण और आवास मंत्रालय की प्रधिसूचना म० का० आ० 3622, तारीख 9 सितम्बर, 1971 में निम्नलिखित और संबोधन करती है, अर्थात्—

उक्त प्रधिसूचना के सीधे की मारणी में, स्तम्भ (1) में की प्रधिसूचित के स्थान पर निम्नलिखित रक्षा जाएगा, प्रवसितः—

“संयुक्त आयुक्त, कोयला बाजान भविष्य निधि संगठन धनबाद गिराव।”

[स० ए० 11019(4)/77-पी०एफ-१]

New Delhi, the 12th May, 1976

S.O. 2399.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Works and Housing No. S.O. 3622, dated the 7th September, 1971, namely :—

In the table below the said notification, for the entry in column (1), the following shall be substituted, namely :—

“Joint Commissioner, Coal Mines Provident Fund Organisation Dhanbad, Bihar.”

[No. A. 11019(4)/77-PF.I]

सुदृढ़ प्रब

नई दिल्ली, 14 जुलाई, 1977

का० आ० 2400.—भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii), तारीख 15 जनवरी, 1976 में पृष्ठ 199 पर प्रकाशित भारत सरकार के अम मंत्रालय की प्रधिसूचना स० का० आ० 193, तारीख 6 जनवरी, 1971 में पंक्ति 11, में “मजल्लूर” के स्थान पर “मंजल्लूर” पढ़ें।

[म० एम० 38013/35/76-एच०आई०)

CORRIGENDUM

New Delhi, the 14th July, 1977

S.O. 2400.—In the notification of the Government of India in the Ministry of Labour No. S.O. 193, dated the 6th January, 1977 published in the Gazette of India Part II section 3, sub-section II dated the 15th January, 1977, at page 199, in line 13, for Majalloor read ‘Manjalloor’.

[No. S. 38013/35/76-HI]

नई दिल्ली, 15 जुलाई, 1977

का० आ० 2401.—केन्द्रीय सरकार, कर्मचारी राज्य बोर्ड प्रधिनियम, 1948 (1948 का 34) की धारा 91क के माय पठिन, धारा 68 द्वारा प्रश्न शक्तियों का प्रयोग करते हुए, निम्नलिखित सारणी वे विनियोजित कर्मचारानां में नियोजित केन्द्रीय ग्रौषोगिक मुक्ता बत के कर्मचारानां को, उक्त प्रधिनियम के प्रबलन से पूर्णतम सारणी के स्तम्भ 3 में को महस्त्यानी प्रविष्टि में विनियोजित प्रबलि के लिए छुट देती है।

सारणी

क्रम सं०	कारबाने का नाम	अवधि
1	2	3
1.	फटिलाइजर एण्ड केमिकल्स ट्रावत्कोर लिमिटेड, उद्योग लिंगिंजन) प्रभालमेहु और	1 अप्रैल, 1973 से 13 अगस्त 1976 तक, जिसमें यह तारीख भी सम्मिलित है।
2.	फटिलाइजर एण्ड केमिकल्स ट्रावत्कोर लिमिटेड, (कोर्पोरेशन) प्रभालमेहु और	27 अप्रैल, 1973 से, 13 अगस्त, 1976 तक जिसमें यह तारीख भी सम्मिलित है।
3.	हिम्बुलान इन्सेटीमाइड्स लिमिटेड, अलवारे।	12 अप्रैल, 1973 से 13 अगस्त, 1976 तक जिसमें यह तारीख भी सम्मिलित है।

2. पूर्वोक्त छूट की तीर्ते निम्नलिखित है, अधार्तः—

- (1) पूर्वोक्त कारबाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाधिकार विवार आएंगे;
- (2) इस छूट के होने हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रयुक्तियां प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संबंध अभिवायों के आधार पर हकदार हो जाते;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिवाय पहले ही किए जा चुके हों तो वे वापिस नहीं किए जाएंगे;
- (4) उक्त कारबाने का नियोजित, उस अवधि की बाबत जिसके दौरान उस कारबाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् 'उक्त अवधि' कहा गया है), ऐसी विवरणियां, ऐसे प्रलृप में और ऐसी विविच्छियों सहित देगा जो कर्मचारी राज्य बीमा (माधारण) विनियम 1950 के अधीन उसे उक्त अवधि की बाबत देनी चाहीं।
- (5) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन उक्त अवधि की बाबत दी गई किसी विवरणी की विविच्छियों को मात्यापित करने के प्रयोजनार्थः या
- (i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विविच्छियों को मात्यापित करने के प्रयोजनार्थः या
- (ii) यह अधिनियम करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (माधारण) विनियम, 1950 द्वारा यथोपेक्षित रजिस्टर और प्रभिसूचना उक्त अवधि के लिए रखे गए थे या नहीं; या
- (iii) यह अधिनियम करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन कायदों को, जिनके प्रतिकालस्वरूप, इस प्रभिसूचना के अधीन छूट दी जा रही है, नकद और बस्तु रूप में पाने का हकदार बना द्विग्रा है या नहीं; या
- (iv) यह अधिनियम करने के प्रयोजनार्थ कि उस अवधि के द्वारा, जब उक्त कारबाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए समझत होगा:—

- (क) प्रधान या अध्यवक्ता नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त नियोजक या अन्य पदधारी आवश्यक समझता है या
- (ख) ऐसे प्रधान या अध्यवक्ता नियोजक के अधिभोगीयांने कारबाने, स्थापन, कार्यालय या अन्य परिसर से किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी व्यक्ति से अपेक्षा करना कि वह अधिकारियों के नियोजन और मजदूरी के संदर्भ से संबंधित ऐसी जेहां अहियां और अन्य वस्तावेज, ऐसे नियोजक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने ते, या उन्हें ऐसी जानकारी दे जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या अध्यवक्ता नियोजक की, उसके अधिकारी या सेवक को या ऐसे किसी व्यक्ति जो ऐसे कारबाने, स्थापन, कार्यालय या अन्य परिसरों में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त नियोजक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी, हैं परीक्षा करना;
- (घ) ऐसे कारबाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर लेखाबद्धी या अन्य वस्तावेज की नकल लैपार करना या उससे उद्धरण लेना।

व्यापक अधार्तः

इस मामले में पूर्वोक्ती प्रभाव से छूट देनी आवश्यक हो गई है, क्योंकि छूट देने के लिए महानिदेशक, कर्मचारी राज्य बीमा नियम की सिफारिश देर से प्राप्त हुई। तथापि, यह प्रभागित किया जाता है कि केन्द्रीय श्रीशोगिक मुरक्का दल के कामिक छूट के लिए पात्र है। यह भी प्रभागित किया जाता है कि पूर्वोक्ती प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[मं० एम० 38014/22/76-एच०प्राई०]

New Delhi, 15th July, 1977

S.O. 2401.—In exercise of the powers conferred by section 88 of the Employees' State Insurance Act, 1948 (34 of 1948), read with section 91A of the Act, the Central Government hereby exempts the Central Industrial Security Force Personnel deployed at the factories as specified in the Table given below from the operation of the said Act, for the period specified in the corresponding entry in column 3 of the Table aforesaid.

TABLE

S.No.	Name of factory	Period
1	2	3
1.	Fertilizer and Chemicals From 1st April, 1973 upto and Travancore Limited, Ud-	inclusive of 13th August, yogmandal. 1976.
2.	Fertilizer and Chemicals From 27th April, 1973 upto and Travancore Limited ;Cochin inclusive of 13th August Division) Ambalamedu; and 1976.	
3.	Hindustan Insecticides From 12th April, 1973 upto and Limited, Alwaye. inclusive of 13th August, 1976.	

2. The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it, in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Inspector appointed by the Corporation under subsection (1) of section 45 of the said Act, or other Official of the Corporation authorised in this behalf shall, for the purpose of—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act has been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

- require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises, or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or

- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the recommendation of the Director General, Employees' State Insurance Corporation for the grant of exemption was received late. However, it is certified that the Central Industrial Security Force Personnel have been found eligible for exemption. It is also certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 38014/22/76-HI]

का० आ० 2402—यह केन्द्रीय सरकार, को यह प्रतीत होता है कि मिस्रसं दीपक इन्डस्ट्रीज, भारत रोड मजूरा भागल, सूरत नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 28 फरवरी 1977 को प्रचृत हुई तरही जाएगी।

[सं० एस० 35010(262)/77-पी०एफ०-2]

S.O. 2402.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dipak Industries, Bhatar Road, Majura Bhagal, Surat, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the twenty-eighth day of February, 1977.

[No. S. 35019/262/77-PP.II]

का० आ० 2403—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मिस्रसं ईंविस प्रोजेक्ट्स (प्राइवेट) लिमिटेड, 50 राजबल्लभ शाह लेन, हावड़ा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 मार्च, 1976 को प्रचृत हुई तरही जाएगी।

[सं० एस० 35017(6)/77-पी०एफ० 2(i)]

S.O. 2403.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ibis Projects (Private) Limited, 50 Raj Ballav Saha Lane, Howrah, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952

(19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of March, 1976.

[No. S. 35017(6)/77-PF.II(i)]

का० आ० 2404.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 1 मार्च, 1976 से ऐसी ईदिक्षा प्रोजेक्ट (प्राइवेट) लिमिटेड, 50 राजबल्लभ शाह लेन द्वारा, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनियिष्ट करती है।

[सं० एम० 35017(6)/77-पी०एफ०-2(ii)]

S.O. 2404.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter hereby specifies with effect from the first day of March, 1976, the establishment known as Messrs Ibis Projects (Private) Limited, 50, Raj Ballav Saha Lane, Howrah, for the purposes of the said proviso.

[No. S. 35017(6)/77-PF. II(ii)]

का० आ० 2405.—यह: केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसमें याने डेवलपमेंट्स 23-कालोर रोड, कलकत्ता-1 नामक स्थापन से भविष्य नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः यदि, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 29 फरवरी, 1976 को प्रवृत्त हुई समझी जाएगी।

[सं० एम० 35017(7)/77-पी०एफ०-2(i)]

S.O. 2405.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Yarn Developments, 23-Brabourne Road, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the twenty-ninth day of February, 1976.

[No. S. 35017(7)/77-PF. II(i)]

का० आ० 2406.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 29 फरवरी, 1976 से याने डेवलपमेंट्स, 23-कालोर रोड, कलकत्ता-1 नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनियिष्ट करती है।

[सं० एम० 35017(7)/77-पी०एफ०-2(ii)]

S.O. 2406.—In exercise of the powers conferred by the first proviso to section 6 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the twenty ninth day of February, 1976 the establishment known as Messrs Yarn Developments, 23-Brabourne Road, Calcutta-1, for the purposes of the said proviso.

[No. S. 35017(7)/77-PF.II(ii)]

का० आ० 2407.—यह: केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसमें गणेश दुर्गा आवरत बर्फी, 2, मकरदह रोड, हावड़ा नामक स्थापन से भविष्य नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः यदि, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 जुलाई 1976 को प्रवृत्त हुई समझी जाएगी।

[सं० एम० 35017(25)/76-पी०एफ० 2]

S.O. 2407.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ganesh Durga Iron Works, 2, Makardah Road, Howrah, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of July, 1976.

[No. S. 35017(25)/76-PF. II]

का० आ० 2408.—यह: केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसमें डेटकान्स, 8-C विठ्ठल उद्योग नगर, वल्लभ विद्यानगर तालुका आनन्द जिला केरा नामक स्थापन से भविष्य नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः यदि, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 मार्च, 1973 को प्रवृत्त हुई समझी जाएगी।

[सं० एम० 35019(88)/75-पी०एफ० 2]

S.O. 2408.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mcssrs Detcons, 8-C Vithal Udyognagar, Vallabh Vidyanagar, Taluka Anand, District Kaira, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of August, 1973.

[No. S. 35019/88/75-PF. II]

का०आ० 2409.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मनहार एंड कम्पनी, विविध फ्लॉट, जामनगर नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 28 फरवरी, 1973 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35019(111)/77-पी० एफ० 2]

S.O. 2409.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Manhar & Company, Digvijaya Plot, Jamnagar have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the twenty-eighth day of February, 1973.

[No. S. 35019(111)/73-PF. II]

का०आ० 2410.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम्सें कंट्रोल, 21-गौरलहा स्ट्रीट, कलकत्ता-6 नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 1 फरवरी, 1976 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35017(32)/76-पी० एफ० 2]

S.O. 2410.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Ascon Controls, 21-Gourlaha Street, Calcutta-700006 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of February, 1976.

[No. S. 35017(32)/76-PF. II]

का०आ० 2411.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अशोक बूलन मिल्स (प्राइवेट) लिमिटेड, 12, इण्डिया एक्सचेंज प्लेस, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 1 अगस्त, 1975 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35017(49)/77-पी० एफ० 2(i)]

S.O. 2411.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Ashok Woollen Mills (Private) Limited, 12, India Exchange Place, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of August, 1975.

[No. S. 35017(49)/77-PF. II(i)]

का०आ० 2412.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तु द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 1 अगस्त, 1975 से मैसर्स अशोक बूलन मिल्स (प्राइवेट) लिमिटेड, 12, इण्डिया एक्सचेंज प्लेस, कलकत्ता-1 नामक स्थापन को उक्त परन्तु के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं. एस० 35017(49)/77-पी० एफ० 2 (ii)]

S.O. 2412.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of August, 1975 the establishment known as Messrs. Ashok Woollen Mills (Private) Limited, 12, India Exchange Place, Calcutta-1, for the purposes of the said proviso.

[No. S. 35017(49)/77-PF. II(ii)]

का०आ० 2413.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिहारी जी फाइबर एंड टी कम्पनी (प्राइवेट) लिमिटेड, 23-बी, नेताजी सुभाष रोड, कलकत्ता-1, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 1 नवम्बर, 1975 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35017(50)/77-पी० एफ० 2(i)]

S.O. 2413.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Biharji Fibre and Tea Industries (Private) Limited, 23-B, Netaji Subhas Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment :

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of November, 1975.

[No. S. 35017(50)/77-PF. II(i)]

का०आ० 2414.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तु द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 1 नवम्बर, 1975 से मैसर्स बिहारी जी फाइबर एंड टी कम्पनी (प्राइवेट) लिमिटेड, 23-बी, नेताजी सुभाष रोड, कलकत्ता-1

नाम स्थापन को उक्त परस्तुक के प्रयोजनों के लिए विभिन्निदिष्ट करती है।

[सं. एस० 35017 (50)/77-पी० एफ० 2 (ii)]

S.O. 2414.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of November, 1975, the establishment known as Messrs Bihariji Fibre and Tea Industries (Private) Limited, 23-B, Netaji Subhas Road, Calcutta-1 for the purposes of the said proviso.

[No. S. 35017/50/77-PF. II(ii)]

का० पा० 2115.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पी० मिश्रा एण्ड कम्पनी, 13/1 आर्मीनिअन स्ट्रीट, कलकत्ता-1 नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर पर महमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त याकियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 1 दिसम्बर, 1975 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35017 (51)/77-पी० एफ०-2]

S.O. 2415.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs P. Mishra and Company, 13/1, Armenian Street, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of September, 1975.

[No. S. 35017/51/77-PF. II]

का० पा० 2416.—यह, मैसर्स केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भारत मेकेनिकल वर्क्स, बी-23 श्री राम इन्डस्ट्रियल एस्टेट-13 जी० श्री० अम्बेकर रोड वडाला, बम्बई-31 नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त याकियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 31 दिसम्बर, 1975 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35018 (48)/77-पी० एफ० 2]

S.O. 2416.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bharat Mechanical Works B-23, Shriram Industrial Estate, 13-G.D. Ambedkar Road, Wadala, Bombay-31, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1975.

[No. S. 35018/48/77-PF. II]

का० पा० 2417.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रमेश शर्षे, पटवा शेरी नवसारी, जिला बुलसर नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर महमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः अब, उक्त याकियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 31 जनवरी, 1977 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35019 (227)/77-पी० एफ० 2]

S.O. 2417.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ramesh Brothers, Patwa Sheri, Navsari, District Bulsar, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of January, 1977.

[No. S. 35019/277/77-PF. II]

का० पा० 2418.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिस्सा सिल्क, स० 1 के० प्रार० सर्किन, मैसूर-1 नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर महमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त याकियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह प्रधिसूचना 1 दिसम्बर, 1977 को प्रवृत्त हुई समझी जाएगी।

[सं. एस० 35019 (264)/77-पी० एफ० 2]

एस० एस० सहस्रनामन, उप-सचिव

S.O. 2418.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Simba Silk, No. 1, K. R. Circle, Mysore-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of March, 1977.

[No. S. 35019(264)/77-PF. II]

S. S. SAHASRANAMAN, Dy. Secy.

New Delhi, the 14th July, 1977

S.O. 2419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal, No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of the State Bank of India and their workman, which was received by the Central Government on the 11-7-1977.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 32 of 1975

(Ministry's Order No. I. 12012/78/75/DII/A. Dated 17-9-1975)

PARTIES :

Employers in relation to the State Bank of India
AND
Their Workmen.

APPEARANCES :

For the Employers—Shri K. K. Mukherjee, Officer Grade I.

For the Workmen—Shri G. K. Verma, Secretary, State Bank of India Employees Union (Bihar State).

STATE : Bihar.

INDUSTRY : Bank.

Dhanbad, the 4th July, 1977.

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act has referred the following dispute for adjudication to this Tribunal, namely,

"Whether the action of the management of the State Bank of India in terminating the services of Shri Shyama Charan Mishra, Cashier in Deoghar Branch of the said Bank with effect from 16th February, 1974 is justified? If not to what relief is the said workman entitled?"

2. The case of the Secretary, State Bank of India Employees Union (Bihar State) is that Shyama Charan Mishra was initially appointed as a Cashier in the Deoghar Branch of the State Bank of India on March 7, 1967 on a purely temporary basis and worked as such, with breaks, till September 12, 1968, for a total period of 292 days. Three temporary posts of cashiers were created in the said branch in the year 1971, and Shyama Charan Mishra was re-appointed against one of these three posts on August 12, 1971. It is alleged that although his appointment was against one of these permanent posts, he was designated as a temporary employee. He worked continuously from August 12, 1971 to February 15, 1973 without any break but thereafter the Bank gave him a break of one day in each month, that is to say, on the 16th in February, 1973, on the 12th in March, 1973, on the 20th in April, 1973, on the 24th in May, 1973, on the 14th in June, 1973, on the 14th in July, 1973, on the 22nd in August, 1973 and on the 18th in October, 1973 which breaks were deliberately given by way of unfair labour practice. His services were suddenly terminated with effect from February 16, 1974 without any notice, without assigning any reasons, and without payment of any compensation which was mandatory under section 25F read with Section 25B of the Industrial Disputes Act. It has further been alleged that notwithstanding the breaks aforesaid, Shyama Charan Mishra had been in continuous service without break for a period of 18 months and his services could not have been terminated without due compliance with Section 25F. It has then been alleged that inspite of the fact that he was designated as a temporary employee, three annual increments were granted to him computing his period of service by inclusion of 292 days put in the years 1967 and 1968. It has then been alleged that he appeared at a written test/interview in November 1971 and stood first but that examination was countermanded for no ostensible reason. The second test was held in December 1971 but the result was not announced. It has then been averred that his designation as temporary employee was purely arbitrary because his continued service from August 12, 1971 to February 15, 1974 for discharging the functions of a cashier cannot be treated as essentially of a temporary nature or as employment as an additional employee in connection with a temporary increase in work of a permanent nature etc. in flagrant disregard of paragraph 508 (C) of the Sastry Award.

3. The State Bank has pleaded that after the termination of the services of Shyama Charan Mishra on February 16, 1974, there was no relationship of employer and employee and he was no longer a workman and consequently the reference is incompetent. It has also been pleaded that Shyama Charan Mishra has been appointed as a Cashier a fresh in the Agricultural Development Branch, Raj Mahal on February 2, 1976 on a permanent basis and on that account also, there is no dispute left and the reference is bad.

4. In its rejoinder to the written statement of the Union, the Bank has pleaded that the Branch Manager, Deoghar Branch, had no power to appoint Shyama Charan Mishra on a permanent basis on August 12, 1971. It has further been pleaded that no one can be appointed permanently till he had passed written test/interview. It has further been pleaded that there was no termination of service of Shyama Charan Mishra on February 16, 1974 and what happened was that his temporary service automatically came to an end by efflux of time.

5. In its rejoinder to the written statement of the Bank, the Union has pleaded that even though Shyama Charan Mishra was appointed on a permanent basis on February 2, 1976 and even though his probation has not been extended, he has still not been confirmed.

6. There is no substance in the legal pleas raised by the Bank. The definition of "workman", under Section 2(s), for the purpose of any proceeding under the Industrial Disputes Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute. The cessation of service by efflux of time amounts to retrenchment. See the State Bank of India vs. N. S. Money, AIR 1976 SC. 1111. It is the retrenchment that has led to the present dispute and, therefore, for purposes of this reference, Shyama Charan Mishra will be a workman notwithstanding the fact that his services were terminated by retrenchment on February 16, 1974. Likewise, there is no point in the second legal plea. Shyama Charan Mishra was absorbed on a permanent footing on February 2, 1976 but that does not wash away his claim which arose out of his retrenchment on February 16, 1974 and it is that dispute which is still alive and has been referred to this Tribunal for adjudication.

7. I, therefore, over-rule these two contentions.

8. It is not disputed that Shyama Charan Mishra joined the Deoghar Branch as a Cashier on March 7, 1967 and continued till September 12, 1968, with breaks for a total period of 292 days. It is also not disputed that he was re-appointed on the same post on August 12, 1971 and continued on that post without break till February 15, 1973 for a total period of 553 days. His services were terminated on February 16, 1974 and thus he served on that post for another 365 days with a break of 8 days, one day each in February to August, 1973 and one day in October 1973. It has been pleaded by the Union that the break of one day each in eight months was by way of unfair labour practice and I subscribe to that view. It has been held that Shyama Charan Mishra had served without break from August 12, 1971 to February 15, 1973 for a total period of 553 days. Thereafter he worked for whole months till August, 1973 but would be given one day's break in each month. He again worked for the whole month in September 1973 but was again given just one day's break in October, 1973 and thereafter was allowed to continue without break till his services were terminated on February 16, 1974. Surely the Bank's work would not come to a stop for one day in every month in 8 months. Surely, his services would not be required just for one day in these months but would be necessary anteriorly and posteriorly. The Bank did not assign any reason for these breaks even though these were challenged. One cannot, therefore, escape the conclusion that the giving of breaks was malafide, motivated, capricious and arbitrary with a view to put the workman to harm. I would, therefore, ignore these breaks. The result is that Shyama Charan Mishra had put in continuous service for a total period of 918 days. Even if I compute one year from February 15, 1974 back wards, he had completed 240 days in 12 calendar months. The following conditions must be satisfied before such a workman could be retrenched : (1) one month's notice should have been given to him together with reasons for his retrenchment (2) he should have been paid at the time of retrenchment

compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. These conditions are conditions precedent to retrenchment and failure to comply with them renders the retrenchment invalid and inoperative. See State of Bombay vs. Hospital Mazdoor Sabha, AIR 1960 SC, 610; Bombay Union of Journalists vs. State of Bombay, AIR 1964 SC, 1617; and State Bank of India vs. N. S. Money, AIR 1976 SC, 1111, where the argument that cessation of service by efflux of time does not amount to retrenchment, was turned down.

9. The Union further pressed that three permanent posts were created sometime in 1971 in the Deoghar Branch and Shyama Charan Mishra was appointed against one of these three posts and should be deemed to have been confirmed after six months. The Sastry Award, in paragraph 495 has laid down that ordinarily the period of probation should not exceed six months. However, in case of persons whose work is not found to be quite satisfactory during the said period but who are likely to improve and give satisfaction if a further opportunity is given to them, the period may be extended by three months provided due notice in writing is given to them and their consent in writing is obtained before the extension of their period of probation. In all other cases probationers after the expiry of the period of six months should be deemed to have been confirmed, unless their services are dispensed with on or before the expiry of the period of probation. The Union's contention may have been well-founded that Shyama Charan Mishra stood confirmed after the expiry of six months, provided it is proved that the post against which he was appointed on August 12, 1971 was a permanent post and he was appointed as a probationer against that post. Shyama Charan Mishra has deposed to that effect, but I am not inclined to accept that testimony. Surely, the creation of new posts, and permanent at that, would not be by a verbal order. Posts are created not by a Branch Office but by the Head Office. No attempt was made to call for any documents from the Head Office or from the Branch Office to prove that such posts were created. In the circumstances, therefore, it is not possible for me to believe oral evidence when there is documentary evidence and particularly so when that oral evidence flows from the mouth of an interested witness.

10. It has been held above that the termination of service of Shyama Charan Mishra on February 16, 1974 is invalid for non-compliance with Section 25F, read with Section 25B and Section 2(000) of the Industrial Disputes Act.

11. My award is that the termination of services of Shyama Charan Mishra on February 16, 1974 was not justified and is invalid and inoperative and is, so to say, non est and he is entitled to continuity of service from that date with full back wages.

K. B. SRIVASTAVA, Presiding Officer.

[F. No. L-12012/78/75-D.II A.]

R. P. NARULA, Under Secy.

New Delhi, the 13th July, 1977

S.O. 2420.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Bera Colliery of Messrs. Bharat Coking Coal Limited, Post Office Dhansar and their workmen, which was received by the Central Government on the 6th July, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 2 of 1976

(Ministry's Order No. L-20012/106/76/DIIA, Dated 16-8-1976)

PARTIES :

Employers in relation to the management of Bera Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri G. Prasad, Advocate.

For the Workmen—Shri J. D. Lall, Secretary, Bihar Colliery Kamgar Union, Dhanbad.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 1st July, 1977

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act has referred the following dispute for adjudication to this Tribunal, namely—

"Whether the action of the management of Bera Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad in dismissing Shri Sarju Kewat, Miner from service with effect from 29-11-75 is justified ? If not, to what relief is the said workman entitled ?"

2. The management of the Bera Colliery of M/s. Bharat Coking Coal Limited and the Secretary, Bihar Colliery Kamgar Union, filed a settlement regarding the dispute. The settlement was verified before me by Sri G. Prasad, Advocate, and by Sri V. R. Joshi, Assistant Personnel Manager, on behalf of the management, and by Sri J.D. Lall, Advocate of the Union and also in his capacity as the Secretary of the Bihar Colliery Kamgar Union. The settlement is Annexure 'A'.

3. Sri J. D. Lall, however, informed the Tribunal orally that Sri Sarju Kewat, the concerned workman, was not agreeable to the settlement because back wages were denied to him. The workman was questioned and he stated that all the terms were acceptable to him but full back wages and other monetary benefits should also be allowed to him. It is obvious that the Tribunal cannot allow it except on merits, if the dispute went to trial and ended in favour of the workman. That being so, the matter must be decided in terms of law. It was held by their Lordships of the Supreme Court in Ram Prasad Vishwakarma vs. Industrial Tribunal, 1961 (1) LLJ. 504 thus :

"It is now well-settled that a dispute between an individual workman and an employer cannot be an industrial dispute as defined in Section 2(k) of the Industrial Disputes Act unless it is taken up by a union of the workmen or by a considerable number of workmen.....The necessary corollary to this is that the individual workman is at no stage a party to the industrial dispute independently of the union. The union or those workmen who have by their sponsoring turned the individual dispute into an industrial dispute, can therefore claim to have a say in the conduct of the proceedings before the Tribunal... While it will be unwise and indeed impossible to try to lay down a general rule in the matter, the ordinary rule should, in our opinion, be that such representation by an officer of the trade union should continue throughout the proceedings in the absence of exceptional circumstances which may justify the tribunal to permit other representation of the workman concerned." See also Rajdeo Prosad vs. State of West Bengal 1962 (1) LLJ. 618, a decision of the Calcutta High Court; and Dr Chandra Kala Jha vs. Sone Valley Port Land Cement Co. Ltd., 1962(II) LLJ. 375 and Kanai Chandra Ganguly vs. Presiding Officer, 1971 Lab. I.C. 596, two decisions of the Patna High Court.

4. In the instant case the dispute was sponsored by the Union of the workmen and was not taken up directly by the workman himself under Section 2A. The reference was made by the Central Government on espousal of the Union. The written statement on behalf of the workman was filed by the Secretary of the Union and that Secretary has represented the workman throughout in the proceeding. He also filed the settlement on behalf of the union. The above facts will go to show that the union is satisfied with the settlement and the union, according to the decisions cited above, must have a say in the matter. There are no special circumstances which can enable me to permit the workman to recile from the settlement.

5. My award is that the dispute stands settled by the settlement Annexure 'A' which shall form part of the award.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD.

Ref. No. 2 of 1976

Employers in relation to—Bera Colliery

AND

Their workmen represented by Bihar Colliery Kamgar Union.

Joint petition of compromise settlement

The petition on behalf of the parties above named most respectfully pray that the parties have arrived at a Voluntary settlement of the above dispute on the terms stated below :—

Terms of Settlement :—

1. The Parties agree that Shri Sarjoo Keot (Miner), the concerned workman shall be taken in employment as Miner in his original post at Bera colliery, immediately on report for duty.

2. The Parties agree that the continuity of service of the workman shall be maintained, and the period of his idleness i.e. till he joins his duty, shall deemed to be leave without pay for the purpose of continuity of service for all purposes.

3. The Management agrees to pay a cost of Rs. 100/- (Rupees One hundred only) to the representative of the Union on the date of filing of the petition.

4. The Parties agree that the above terms of settlement fully and finally resolve the dispute under reference and the workman/Union shall have no further claim whatsoever against the management in this regard.

The petitioners pray that the Hon. Tribunal may be pleased to accept the above settlement and pass the award in terms thereof.

For Management :

1. (Harihar Singh)

Manager, Bera Colliery.

2. (V. R. Joshi)

Asstt. Personnel Manager (IR), Area IX.

For workmen :

1. (J. D. Lalla)

Representative

Bihar Colliery Kamgar Union

K. B. SRIVASTAVA, Presiding Officer

[No. L-20012/106/76-D. III. A]

S.O. 2421.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Barora Colliery of Messrs Bharat Coking Coal Limited, Post Office Nowagarh and their workmen, which was received by the Central Government on the 6th July, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947,

Reference No. 12 of 1977

(Ministry's Order No. L-20012/242/76/DIIA, dated, the 7th March, 1977)

PARTIES :

Employers in relation to the management of Barora Colliery of Messrs Bharat Coking Coal Limited, Post Office Nowagarh, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 2nd July, 1977

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act has referred the following dispute for adjudication to this Tribunal, namely—

"Whether the action of the management of Barora Colliery of Messrs Bharat Coking Coal Limited, Post Office Nowagarh, District Dhanbad in not providing employment to Shri Gobardhan Kumhar, Haulage Engine Khalasi, with effect from 15th February, 1973 is justified ? If not, to what relief is the said workman entitled ?"

2. The dispute was sponsored by the Secretary, Bihar Colliery Kamgar Union and accordingly a registered notice was sent to him on March 18, 1977 which was duly served on him on March 26, 1977. Neither he nor the workman put in appearance and, therefore, another registered notice was sent on April 19, 1977 and this was also served on him on April 21, 1977. Inspite of these two notices, neither the workmen nor the Secretary has chosen to appear before the Tribunal.

3. The case of the workman, as can be deduced from the schedule, is that the management of Barora Colliery have refused to provide employment to Gobardhan Kumhar, Haulage Engine Khalasi with effect from 15th February, 1973. This claim has been contested by the management. Their case is that one Gobardhan Kumhar, son of Bipan Kumhar resident of Khario, District Dhanbad was in the employment of the colliery as Haulage Engine Khalasi from before 1970. The management of the colliery was taken over by the Central Government on January 31, 1973 under the Coal Mines (Taking over of Management) Ordinance, 1973. The coal mine was nationalised on May 1, 1973 under the Coal Mines (Nationalisation) Act, 1973 and the ownership has vested in the Bharat Coking Coal Ltd. under section 5 of the Act. The Bharat Coking Coal Ltd. has alleged that it is Gobardhan Kumhar, son of Bipan Kumhar who was found working as Haulage Engine Khalasi on January 31, 1973 and was continued on that post ever since then. It is also its case that the workman whose case has been espoused in the present reference is an impostor and not the real workman, who is already working. MW-1 Jawahar Pandey was the Attendance Clerk in this colliery. He has deposed that Gobardhan Kumhar son of Bipan Kumhar is the real workman and no Gobardhan Kumar son of Moti Kumhar, was ever in the employment of the colliery. MW-2 Kali Pada Rewani is a clerk in the Area Office. He has deposed that the workman involved in this dispute claims to be the son of Moti Kumhar but the name of the father of the real workman is Bipan Kumhar. It appears that the claimant has taken advantage of similarity of his name with that of the real workman and of the fact that both belong to the same village. The evidence, however, shows that they are two wholly different persons and the claimant was never in employment. That may be the reason why the union has lost interest in his case and has not put in appearance despite repeated notices.

4. My award is that the management of Barora Colliery is justified in not providing employment to Gobardhan Kumhar and he is not entitled to any relief.

K. B. SRIVASTAVA, Presiding Officer

[No. L-20012/242/76-D. III. A]

New Delhi, the 19th July, 1977

S.O. 2422.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Messrs. A. J. Chanchani, Contractors of Bokaro Colliery, Post Office Bermo, District Giridih and their workmen, which was received by the Central Government on the 12th July, 1977.

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3,
DHANBAD
Reference No. 32 of 1976

PARTIES :

Employers in relation to the management of M/s. A. J. Chanchani, Contractors of Bokaro Colliery, P. O. Bermo, Dist. Giridih.

AND

Their Workmen.

APPEARANCES :

For Employers—Shri S. S. Mukherjee, Advocate.
For Workmen—None.

INDUSTRY : Coal.

STATE : Bihar

Dated, Dhanbad, the 2nd July, 1977

AWARD

This is a reference U/s 10(1)(d) of the Industrial Disputes Act, 1947, by the Govt. of India, Ministry of Labour under Order No. I-20012/101/76-D. IIIA dated the 16th June, 1976. The schedule of reference is as follows:—

SCHEDULE

"Whether the action of the management of M/s. A. J. Chanchani, Contractors of Bokaro Colliery, P. O. Bermo, Dist. Giridih in stopping from work the under mentioned workmen with effect from 1-7-75 and 1-8-75 is justified ?

1. Shri I. S. Chhaya O.S.
2. Shri P. S. Solanki Incharge
3. Shri M. K. Bole Incharge
4. Shri I. K. Sanghavi Cashier
5. Shri H. D. Venkani Incharge
6. Shri G. M. Ojha Incharge
7. Shri I. M. Bole P.S. Clerk
8. Shri M. C. Wora Munshi
9. Shri M. G. Waghela Munshi
10. Shri Amla Basak Munshi
11. Shri Ram Sarup Chowkidar
12. Shri Durga Singh Chaprasi
13. Shri Kalachand Turi Chaprasi

If not, to what relief are the workmen entitled and from what date?"

2. 13 workmen are involved in the reference and they are employees of M/s. A. J. Chanchani, Contractors of Bokaro Colliery. The reference is on account of stopping them from work with effect from 1-7-75 and 1-8-75.

3. Shri P. S. Solanki Sl. No. 2, Shri G. M. Ojha Sl. No. 6, Shri M. C. Wora Sl. No. 8, Ram Sarup Singh Sl. No. 11 and Shri Kalachand Turi Sl. No. 13 as mentioned in Ext. M-2 have been stopped from work with effect from 1-7-75. Shri I. S. Chhaya Sl. No. 1, Shri M. K. Bole Sl. No. 3, Shri I. K. Sanghavi Sl. No. 4, Shri M. G. Waghela Sl. No. 9, Shri Amiya Basak Sl. No. 10, Shri Durga Singh Sl. No. 12, Shri H. D. Venkani Sl. No. 5 and Shri I. M. Bole Sl. No. 7 were stopped from work with effect from 1-8-75. Designations of respective workmen are given in the schedule.

4. From the record it appears that the General Secretary, Colliery Mazdoor Sangh raised an industrial dispute on behalf of the workmen on the termination of their services and conciliation proceeding started. As no agreement could be arrived at, the A.L.C. (C) Hazaribagh submitted a failure report dated 17-4-76 to the Secretary to the Govt. of India, Ministry of Labour, when the present reference was made.

5. On behalf of the workmen nobody appeared on 2-6-77 and the Contractor examined a witness Shri N. Chatra, MW-1 and he proved several items of documents Exts. M-1 to M-5.

6. Case on behalf of the workmen is that the employers are a firm engaged in major contract jobs at Bokaro Colliery and they employed large number of permanent employees as the jobs undertaken by them in the colliery are of permanent nature. The firm is continuing since 1955. The concerned workmen are all permanent employees and they have put in more than 19 years of service. On the muster roll of the firm there are about 500 workmen.

7. It is further said that the concerned workmen were not being paid establishment allowances and emoluments at par with other employees for performing similar nature of jobs and they put forward a claim before the employers when a dispute cropped up between the parties and that resulted in stopping them from work with effect from 1-7-1975 and 1-8-1975.

8. Matter was taken up with the firm as well as with the principal employers viz. M/s. National Coal Development Corporation Ltd., but no relief was given when the matter was taken to the A.L.C. (C) Hazaribagh, and the conciliation proceeding ended in failure.

9. It is contended that they were not surplus to the requirement of the employers and the entire action of the management is illegal, unjustified, malafide and a glaring instance of unfair labour practice. They have been victimised merely for asking some monetary relief.

10. Their case also is that they are permanent employees and are performing the duties which are of permanent nature in a coal mine and by virtue of their continuous long years of service they have all become permanent and so long as jobs continued their services could not be terminated without assigning any reason against their conduct. The nature of job performed by them are such which cannot be isolated from the permanent routine duty of work requiring mining operation.

11. It is accordingly submitted that an award may be given holding the action as illegal and unjustified.

12. There is a written statement on behalf of the Contractors in which it is said that the persons mentioned in Sl. Nos. 1, 2, 3, 4, 5 & 6 of the schedule viz. Shri I. R. Chhaya, Sri P. S. Solanki, Shri M. K. Bole, Shri I. K. Sanghavi, Shri H. D. Venkani and Shri G. M. Ojha respectively are working in a supervisory capacity and drawing wages of more than Rs. 500 and as such they are not 'workmen' as defined in the Industrial Disputes Act, 1947 and the present reference is incompetent in law to that extent.

13. Their case also is that they had taken yearly contract from the National Coal Development Corporation Ltd., for lifting of derailed empty tubs from the quarry and for carting sands and other miscellaneous jobs. This contract used to be renewed from year to year and the last extended contract expired on 30-6-75. As there was no possibility of the contract being renewed the employers served notice of termination dated 30-6-75/1-7-75 to Sl. No. 2 P. S. Solanki, Sl. No. 6 G. M. Ojha, Sl. No. 8 M. C. Wora, Sl. No. 11 Ram Sarup Singh and Sl. No. 13 Kalachand Turi for terminating their services with effect from 1-7-75 for the reasons given in the notice and offering them compensation U/s 25FFP of the Industrial Disputes Act together with a month's wages in lieu of notice.

14. Another notice dated 1-7-75 terminating the services of Sl. No. 1 I. R. Chhaya, Sl. No. 3 M. K. Bole, Sl. No. 5 H. D. Venkani Sl. No. 4 I. K. K. Sanghavi, Sl. No. 9 M. G. Waghela, Sl. No. 10 Amiya Basak, Sl. No. 12 Durga Singh and Sl. No. 7 I. K. Bole with effect from 1-8-75 by giving

them a month's notice and offering them their legal dues was given.

15. It is said that there were no persons in their employment by name S/Shri I. S. Chhaya and Amla Basak and fact S/Shri I. R. Chhaya and Amiya Basak were working under them.

16. It is said that as the winding up operation is going on Shri M. K. Bole, Shri H. D. Venkani and Shri Amiya Basak have been temporarily re-employed by them.

17. Their case is that Shri I. R. Chhaya, M. K. Bole and Shri H. D. Venkani have received their all dues including retrenchment compensation. Retrenchment compensation along with other legal dues was offered to all the employees mentioned in the schedule but only the above 3 workmen have lifted the same. The National Coal Development Corporation Ltd., deducted Rs. 16,854.56 paise out of the bills of the firm and they have paid to all except Shri P. S. Solanki and Shri M. C. Wora. Dues included pay where entitled, wages upto the date of termination, quarterly bonus besides retrenchment compensation.

18. It is submitted that as the yearly contract could not be renewed and the renewal was beyond the control of the employers services of the workmen had been terminated.

19. There is a rejoinder on behalf of the workmen in which it is said that Sl. Nos. 1 to 6 of the schedule were all performing clerical and manual work and as such they are covered by the provisions of the Industrial Disputes Act, 1947, and are workmen as defined therein. It is further said that the management have got permanent establishment and the 13 concerned workmen are the permanent employees and they were rendered idle on account of their whimsical action.

20. They further contend that no notice was served upon them and there was no offer of any payment. Shri I. R. Chhaya, Shri M. K. Bole and Shri H. D. Venkani were compelled to receive their payments under duress.

21. The other points taken in the rejoinder are practically the same as in the written statement.

22. There is a rejoinder on behalf of the employers as well and the contentions raised in the written statement have been repeated.

23. In support of the case of the employers MW-1 Shri A. N. Chatra, Manager of the Contractors, has been examined and he has proved large number of documents to show that out of the 13 concerned workmen Sl. Nos. 1, 2, 3, 5 & 6 are in the supervisory job and they are not the workmen under the Industrial Disputes Act. But all the same all these employees, besides others, have been offered compensation in the shape of retrenchment compensation as provided U/S 25FFF of the Industrial Disputes Act as the Contractors had to close their business on account of the fact that their contract had not been renewed in spite of their best efforts. He has also stated that all most all the concerned workmen have withdrawn their provident fund contribution and all most all of them have received all other legal dues except Sl. Nos. 2, 8 & 11 who have not so far withdrawn their retrenchment compensation and other dues.

24. To show that provident fund contributions have been withdrawn the employers had called for the record from the C.M.P.F. Office and they are there.

25. MW-1 has stated that Sl. No. 1 should have been I. R. Chhaya instead of I. S. Chhaya and Sl. No. 10 should have been Amiya Basak instead of Amla Basak. His statement is that the persons mentioned in Sl. Nos. 1 & 10 are not their employees. This objection has, however, not been very much pressed and papers have been brought on record to show that the two have received their retrenchment compensation and other legal dues.

26. The employers have also not seriously taken up the matter that Sl. Nos. 1, 2, 3, 5 & 6 are in the supervisory job drawing about 750 per month and are, therefore, not workmen under the Industrial Disputes Act. This has also been lightly treated as materials have been brought on

record to show that they too have received their retrenchment compensation and other legal dues.

27. S/Shri P. S. Solanki, G. M. Cjha, M. C. Wora, Rameshwar Singh and Kalachand Turi were given notice Ext. M-1, dated 30-6-1975/1-7-1975 stating there in that the contract expires on 30-6-1975 and all jobs have to be closed with effect from 1-7-1975 and they are to be paid retrenchment compensation U/S 25FFF together with a month's wage in lieu of notice. They have been asked to obtain full and final payments on production of clearance certificate. Fxt. M-2 is their receipt of his notice. The above five employees have given a months wages in lieu of notice as their services were terminated with effect from 1-7-1975 and a notice was given to them on 30-6-1975/1-7-1975.

28. The remaining 8 workmen whose services were terminated with effect from 1-8-1975 were given notice Ext. M-1/1 on the above date and Ext. M-2/1 is their receipt. The notice was in the same terms as Ext. M-1 except that they were given one month's notice as their services were to be terminated with effect from 1-8-1975.

29. It means that all the workmen in the reference were given due notice and offered compensation U/S 25FFF of the Industrial Disputes Act, 1947, besides other legal dues.

30. Again on 30-7-1975 two notices Exts. M-1/3 & M-1/2 were issued to the 13 concerned workmen. In Ext. M-1/3 those workmen were given notice whose services had been terminated with effect from 1-7-1975 and by the other those remaining 8 workmen were given notice whose services were to be terminated with effect from 1-8-1975. They were asked to submit their clearance certificate and vacate the company's quarter. They were further told that the legal dues had been kept ready at the office and the payment would be made on 10-8-1975. Exts. M-2/2 & M-2/3 are the respective receipts.

31. It further appears that on 11-8-1975 Shri I. R. Chhaya filed a petition Ext. M-3 for withdrawal of C.M.P.F. accumulation and on 25-8-75 Shri P. S. Solanki & Shri H. D. Venkani also filed petitions for refund and the respective petitions are Exts. M-3/1 & M-3/2. On the same date Shri Ram Sarup Singh also filed a petition Ext. M-3/3. These petitions were forwarded to the Deputy Superintendent of Collieries, National Coal Development Corporation Ltd., Bokaro Colliery and also to the Asstt. C.M.P.F. Commissioner, Dhanbad and the relevant Exts. are M-4, M-4/1, M-4/2 & M-4/3 respectively. In the forwarding letter it was specifically mentioned that they had been retrenched with effect from 1-8-1975 due to termination of contract and the Deputy Superintendent of collieries was requested to forward the applications to the Asstt. C.M.P.F. Commissioner for early refund of the amount.

32. It appears that S/Shri I. K. Sanghavi, M.G. Waghela, M. K. Bole, I. M. Bole, M. K. Wora & Durga Singh also filed petitions for withdrawal and the same were forwarded under Exts. M-4/4 to M-4/7 and in all of them it was said that they had been retrenched with effect from the dates already mentioned in the notices.

33. Thereafter notice dated 23-4-1976 Ext. M-5 was given by the Deputy Chief Mining Engineer to all the above workmen informing them that all legal dues including retrenchment compensation were lying ready in the office of M/s. A. J. Chanchani and they were asked to draw the same after submitting necessary clearance certificate.

34. It would thus appear that the required notices were given to the concerned workmen and thereafter they applied for withdrawal of provident fund accumulation and then again notice was given to them to produce clearance certificate and to draw their compensation and other legal dues. A statement has been filed showing the dues to be paid to the 13 retrenched staff during the period from January 1975 to June 1975 and it appears that Rs. 16,854.56 paise had been kept by the principal employer and paid to the concerned workmen on 21-6-1975 except to P. S. Solanki, M. C. Wora, M.G. Waghela and Durga Singh. In paragraph 10 of the written statement of the employer it is said that P. C. Solanki and M. C. Wora have refused to accept the same which means that the two others had accepted the amounts. Shri Wora

had also filed a petition along with Durga Singh for withdrawal of the Provident Fund on 16-10-1976 which was forwarded under a letter Ext. M-4/7. Shri Solanki as I have already referred to above has filed a petition Ext. M-3/1 for withdrawal of the provident fund amount. It means that they have withdrawl the provident fund amount and for reasons best known to them retrenchment compensation and other legal dues have not been taken. Record of the Provident Fund Commissioner has been called for and they have been produced and they contain the applications of the concerned workmen for refund.

35. From my discussions above it follows that the contract had ceased as a result of which the employers had to close the business and they observed all the legal formalities and paid the retrenchment compensation and other dues to the concerned workmen. As the business had closed for reasons beyond their control, they were certainly justified in effecting retrenchment and paying the legal dues to the 13 concerned workmen.

36. It would thus appear that the action of the management of M/s. A. J. Chanchani, Contractors, in stopping from work the 13 concerned workmen is justified and the workmen are entitled to no relief.

This is my award.

S. R. SINHA, Presiding Officer.
[No. L-20012/101/76-DIII.A]

New Delhi, the 21st July, 1977

S.O. 2423.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of East Bassuria Colliery of Bharat Coking Coal Limited, Post Office Kusunda and their workmen, which was received by the Central Government on the 2nd July, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUS- TRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under section 10 (1) (d) of the
Industrial Disputes Act, 1947

Reference No. 48 of 1977

(Ministry's Order No. L-20012/108/75/DIII.A, Dt. 10-0-1975)

PARTIES :

Employers in relation to the management of East Basuria Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad,

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the workmen—Shri Shankar Bose, Secretary, Colliery Mazdoor Sangh, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 29th June, 1977

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act referred the following dispute for adjudication to the Central Govt. Industrial Tribunal No. 2, Dhanbad by Order No. L-20012/108/75-D.III.A, dated the 10th September, 1975, namely :—

"Whether the action of the management of East Basuria Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, in stopping Shri Ali Mohammed Mia, Pump Khalasi, from

work with effect from the 20-5-1973, is justified ? If not, to what relief is the said workman entitled?"

2. The same was received on transfer from Tribunal No. 2 in this Tribunal on March 22, 1977, vide Government of India, Ministry of Labour, Order No. S-11025 (1)/77-(1)/X D. iv(B) dated 22nd February, 1977.

3. The case of Ali Mohammad Mia—the concerned workman—is that he was employed as a Pump Khalasi in the East Bassuria Colliery more than two years before January 31, 1973 when the management of the colliery was taken over by the Central Government; that he was also a member of the Coal Mines Provident Fund; that he was stopped from work from May 20, 1973 without any notice and without assigning any reason; that the stoppage from duty is illegal and an act of unfair labour practice; and hence he is entitled to reinstatement with effect from May 20, 1973 with continuity of service and full back wages and other monetary benefits till the date he is permitted to resume his duty.

4. The B.C.C.L. has resisted his claim on the ground that the previous owners of the colliery, in collusion with some members of the staff and the contractors of the colliery, falsified and manufactured some documents relating to employment of workmen and in that manner inducted about 300 persons as workmen just on the eve of January 31, 1973; that the original records were not surrendered by the previous owners to the Custodian, though some forged documents were handed over; that the Custodian, discovered that large number of persons were inductees and not bonafide workmen but no action was taken for sometime because of law and order situation and repeated riots resulting in deaths; that the inductees were allowed to work for sometime during which screening was done in consultation with Trade Unions and Ali Mohammad's case was also screened and it was found that he was an inductee; that only 14 out of 282 inductees were found to be bonafide workmen and their services were retained but the remaining 268, including Ali Mohammad, were stopped from work; that Ali Mohammad was not a member of the Coal Mines Provident Fund Scheme and became eligible only in the quarter ending March 31, 1973; that no notice of his stoppage was issued and no reasons were given because Ali Mohammad was not a bonafide workman but a pure inductee; and that the action of the management was fair, honest and bonafide.

5. The management has examined K. C. Nandkeolyar MW-1 to prove that Ali Mohammad was an inductee; and Ali Mohammed has examined himself as WW-1 and Bara Hakim Mian WW-2 to prove that he was a workman. Besides their oral evidence, there is only one piece of document Ext. M-1 which shows that Ali Mohammad was appointed as a Pump Khalasi on January 15, 1973 and became qualified to become a member of the Coal Mines Provident Fund Scheme in the quarter ending March 1973 but no contribution was ever deducted from his wages towards this scheme. This document, therefore, cannot help Ali Mohammad. K. C. Nandkeolyar deposed that he was the Senior Personnel Officer at the time of take over of the colliery on January 31, 1973. He and B. N. Jha, Senior Personnel Officer, Headquarters, were appointed as a Flying Squad for several collieries, including the East Basuriya Colliery, for the purpose of screening the cases of all suspected inductees. The Flying Squad attempted to do the screening on the basis of the colliery records. The records were, however, either scanty or not available at all because these had been suppressed by the previous owner and not handed over to the Custodian. In the circumstances, therefore, those of the inductees whose names were found mentioned in such of the records as were available and who were found to have contributed towards the Coal Mines Provident Fund Scheme, were taken as genuine workmen and their cases were cleared. Some Coal Mines Provident Fund records became available 3 or 4 months later but they were found to have been forged by the previous owner in collusion with some members of the staff. The suspected inductees were personally interrogated to ascertain if they were genuine workmen. He further deposed that the entry in Ext. M-1 found no corroboration from the existing records. After the conclusion of work by the Flying Squad, a Bi-Partite Screening Committee was appointed, which Committee had representatives of the unions also. Ali Mohammad's case was taken up by the Bi-Partite Committee but that Committee also came to the conclusion that he was an inductee. WW-1 Ali Mohammad stated that he

was appointed as Pump Khalasi ten years before nationalisation and his duty was to run a 40 H.P. Pump. WW-2 Bara Hakim Mia joined the colliery as a Switchman about the year 1969. He has deposed that he had seen Ali Mohammad working as a Pump Khalasi ever since he joined the service. I have given consideration to the statements of these two witnesses but I am not inclined to believe them. In the written statement, the union had asserted in paragraph 4 that Ali Mohammad was in employment for more than two years prior to January 31, 1973. In paragraph 12, the claim made was that Ali Mohammad was a permanent Pump Khalasi "from a date two years prior to the date of take over of the colliery by the Central Government i.e. 31-1-1973." It is, therefore, plain enough that the case taken in the pleadings was that Ali Mohammad had joined service sometime in 1971 and not earlier than that. If he had been in service for ten years from before 31-1-1973, that fact would have been clearly asserted and not that he was in service for more than two years. The period more than two years would indicate that it was less than three years but it would not go beyond that. Secondly, Ali Mohammad has deposed, contrary to the statement of Nandkeolyar, that his case was not screened and he was not even given an opportunity to represent his case before the Flying Squad or the Screening Committee. Bara Hakim Mia has, however, admitted that screening was done and Ali Mohammad's case was also considered. He thus supports Nandkeolyar and demolishes the evidence of Ali Mohammad. Ali Mohammad has not produced any letter of appointment. He has not called Register Form B, which contains the names, father's name, age, designation, date of appointment and occupation of individual workmen. He has not called Register Form C which would show that he used to work underground as a Pump Khalasi. He has not summoned the Coal Mines Provident Fund records from the Coal Mines Provident Fund Office to prove that he had ever made any contribution. Membership of the Provident Fund Scheme was compulsory and the owner also had to make a matching contribution. The Bonus Records were also not called. In short, there is no documentary evidence at all to support Ali Mohammad's case. There is yet another circumstance which will falsify his version. Clause (7) of Section 2 of the Coal Mines Regulations 1957 defines a "competent person". A "competent person" in relation to any work or any machinery, plant or equipment means a person who has attained the age of 21 years and who has been duly appointed in writing by the manager as a person competent to supervise or perform that work or to supervise that machinery, plant or equipment and who is responsible for the duties assigned to him, and includes a short-sirer. Clause (16) of Section 2 defines "machinery". The term "machinery" means—

- (i) any locomotive or any stationary or portable engine, air compressor, boiler or steam apparatus, which is, or
- (ii) any such apparatus, appliance or combination of appliances intended for developing, storing, transmitting, converting or utilising energy, which is, or
- (iii) any such apparatus, appliance or combination of appliances, if any, power developed, stored, transmitted, converted or utilised thereby is used or intended for use in connection with mining operations.

Regulation 36(1) (a)(iii) provides that the owner, agent or manager shall appoint such number of competent persons, including officials and technicians as is sufficient to secure, during each of the working shifts—the installation, running and maintenance in safe working order, of all machinery in the mine. The Fan Khalasi runs an apparatus, namely, the fan for proper air-ventilation and air-crossing. He cannot work as such unless he is appointed as a competent person. No document was called for to show that he was ever appointed as a competent person. In the result, I hold that Ali Mohammad was an inductee and not a workman.

6. My award is that the action of the management of East Bassuriya Colliery in stopping Ali Mohammad from work

with effect from May 20, 1973 was justified; and he is not entitled to any relief.

K. B. SRIVASTAVA, Presiding Officer
[No. L-20012/108/75-D.II.A]
S. H. S. IYER, Desk Officer

New Delhi, the 15th July, 1977

S.O. 2424.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Futwa Islampur Light Railway Company Limited and their workmen, which was received by the Central Government on the 12th July, 1977.

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO. 3, DHANBAD**
Reference No. 3 of 1975

PARTIES : Employers in relation to the management of Futwa Islampur Light Railway Co. Ltd., Mercantile Buildings, 9, Lalbazar Street, Calcutta-1.

AND

Their workman.

APPEARANCES :

For Employers—Shri Ranen Roy, Advocate.

For Workman—Shri Hazarilal, Advocate.

INDUSTRY : Railway.

STATE : Bihar.

Dated, Dhanbad, the 6th July, 1977

AWARD

This is a reference U/S 10(1)(d) of the Industrial Disputes Act, 1947, concerning Md. Jamilur Rahaman, Ticket Collector, under Futwa Islampur Light Railway Co. Ltd., by the Govt. of India, Ministry of Labour under Order No. L. 41025/22/74-LRIII dated 11th/17th September, 1974.

2. The justifiability or otherwise of the termination of services of Md. Rahaman is for adjudication.

3. The schedule of reference is extracted below:—

SCHEDULE

"Whether the management of Futwa Islampur Light Railway Company is justified in terminating the services of Md. Jamilur Rahaman, Ticket Collector? If not, to what relief is the workman entitled?"

4. Case of the management is that the concerned workman was working as Ticket Collector at Ekangasraij Station of the Futwa Islampur Light Railway and sometime in January 1972 he was transferred to Bikramganj Railway Station. He put in a representation and by about 25th of February the above order was modified and he was transferred to Arrah Railway Station. He again put in a representation and was allowed to continue at Ekangasraij upto 15-4-72 and his transfer to Arrah was put in abeyance for that period after his representation for cancellation had been rejected.

5. It is further said that while this process was still going on the reported sick on the 15th March 1972 and stopped coming to work. On 19-3-72 he submitted a medical certificate Ext. M-4 granted by a private practitioner and did not appear before the Company's Doctor. As his Doctor had recommended leave for 10 days, although no formal petition was put in, that leave was granted. He did not report for duty, rather, again reported sick and filed a medical certificate dated 23-3-72 Ext. M-5 granted by the same Doctor recommending rest for 7 days more which was granted.

6. He did not join on the 1st of April nor put in any leave application. On 20-4-72 by a letter of the date, Ext. M-9, he was directed to appear before the Medical Officer within 10 days as he was absenting himself without leave and telling him that his failure to appear before the Medical Officer for regularisation of leave would be deemed to be abandonment of service.

7. In the meantime he obtained a medical certificate from a Homeopath dated the 12th April, Ext. M-8 stating that he was ill from 1st April and was under his treatment and recommending leave for two weeks.

8. As directed under Ext. M-9 he did not appear before the Medical Officer who went to his house at Ekangasrai found him absent and then on 29-4-72 by his letter Ext. M-10 reported it to the Superintendent. But on 30-4-72 he appeared before the Company's Medical Officer with Ext. M-12 medical certificate dated 1-5-72 granted by the same Homeopath and the Company's Medical Officer recommended him leave for two weeks and sent a letter Ext. M-11 dated 5-5-72 to the Superintendent to that effect on that recommendation leave was granted.

9. But after the expiry of two weeks he did not join and continued to remain absent. Then the Superintendent of the Futwa Islampur Light Railway Co. Ltd., sent a letter dated 22-6-72, Ext. M-13, to him directing him to appear before the Doctor of the company on or before 5-7-72 failing which it was said that he would be treated as having abandoned the post on his own will and his name would be removed from the company's rolls on and from 26-5-72. He did not join his duties and continued to remain absent and submitted several medical certificates from private medical practitioners recommending leave.

10. Thereafter, the Superintendent sent a letter dated 31-10-72, Ext. M-17, to Md. Rahaman giving him the details of his absence and advising him to appear before the Medical Officer of Futwa Islampur Light Railway on or before 15-11-72 failing which it was said that he would be treated as having abandoned his job and his name would be removed from the company's roll on and from 26-9-72 without making for her reference.

11. It is said that of his own will on 31-10-72 he appeared before the company's Medical Officer who found him fit and sent a report dated 7-11-72, Ext. M-18, to the Superintendent mentioning that he was suffering from some minor ailment with sceptic infection of throat and stating that he was in a fit state to resume his duties. He, however, did not resume work on 1-11-72 and continued to remain absent without leave.

12. It is submitted that by reason of his unauthorised absence from work without leave for more than 10 days, after the expiry of his leave on 31-10-72, he lost his lien on his job and stood discharged from his employment under Clause (d) of Rule 7 of the Company's Standing Orders.

13. It is further said that on or about the 15th of November, 1972 he sent to the company's Medical Officer a document purporting to be medical certificate dated 1-11-72, Ext. M-3, granted by a Homeopath certifying that he was ill and recommending four weeks leave. With another medical certificate dated 27-11-72, Ext. M-19 he appeared before the company's Medical Officer who examined him and found him fit to join his duties with effect from that date and the certificate is Ext. M-27.

14. Case also is that on the basis of Ext. M-3 when his leave expired after four weeks on the 22nd of November, 1972 he reported for work but as his services had already been terminated he was not permitted to resume his duties. Thereafter, he made several appeals and representations which were all rejected. In the past also he was guilty of unauthorised absence from work and was given several warnings.

15. It is contended that in view of his unauthorised absence without leave he has lost his lien on his appointment and his services stand terminated and action of the management cannot be challenged.

16. There is a written statement on behalf of the workman in which it is said that he was employed in the Futwa Islampur Light Railway in 1955 and was suddenly transferred from Ekangasrai to Bikramguri by a letter dated 2-1-72 which is Ext. W-3. It is said that this order was passed to harass him. The same was however modified on 25-2-72 and he was directed to join at Arrah. Several representations were made by him to permit him to continue at Ekangasrai but his prayers were turned down.

17. It is said that in the meantime suddenly he got ill and reported sick on 15-3-72 and applied for 10 days leave on the advice of the treating Physician. As his condition did not improve he applied for extension upto 31-3-72 which was also allowed. As he continued to be ill even thereafter on the advice of his treating Physician he applied for further two weeks leave. In the meantime he was directed to appear before the company's Medical Officer on or before 24-4-72. He appeared before him and was found ill and was recommended leave for two weeks but he remained further ill and applied for leave as recommended by the attending Physician.

18. On 31-10-72 of his own accord he appeared before the Company's Medical Officer who found him suffering from some minor ailments and advised him to take further rest as he was not in a position to attend to his duties as recommended by his attending Doctor. He applied for further leave. But by a letter dated 31-10-72 which he received on 3-11-72 he was directed by the Superintendent to appear before the company's Medical Officer. He appeared before the Medical Officer on 27-11-72 who gave him a fitness certificate and on that date when he went to resume his duties he was not allowed to do so.

19. His case further is that on 28-11-72 he wrote a letter Ex. M-20 to the Traffic Inspector but he was not allowed to resume his duties nor any reason was given to him for the same. He filed several reminders Ext. M-21, M-23, M-24 dated 6-12-72, 7-12-72 & 22-1-73 respectively and got reply dated 9-3-73 Ext. M-25 from the Superintendent. All of a sudden on 12-12-72 he got termination notice dated 7-12-72, Ext. W-4.

20. It is contended that all the contents of the termination letter are false. He has not been chargesheeted and without any enquiry his services have been illegally terminated and it is unjustified and improper.

21. On behalf of the company there is a rejoinder to the written statement filed on behalf of the workman. It is said therein that it is incorrect to say that the order of transfer was passed with a view to harass him. Whenever he applied for leave that was granted but when he did not resume his duties on 1-4-72 he was instructed by the company to appear before the company's Medical Officer to be examined by him on or before 30-4-72. On 31-10-72 the company again instructed him to appear before the company's Medical Officer for examination on or before 15-11-72 and although the Medical Officer found him fit he did not resume his duties on 1-11-72.

22. The other paragraphs of the rejoinder are in reply to the paragraphs of the written statement but they are in substance the repetition of the written statement filed by the employers.

23. It appears from the Ordersheet dated 24-12-75 that the workman had no rejoinder to file.

24. On behalf of the management two witnesses have been examined, namely, MW-1 Dr. Prasanta Kumar Chowdhury, Medical Officer, Futwa Islampur Light Railway and MW-2 Shri Nagendra Nath Chaturbedi, Asstt. Traffic Superintendent. Quite a large number of papers have been produced, some of which I have mentioned above and I will deal with all of them at relevant places.

25. The workman has examined himself as WW-1 and a few papers have been produced on his behalf as well which I will refer to at relevant places.

26. Most of the facts are undisputed. But while according to the management on 31-10-72 the concerned workman was directed to appear before the company's Medical Officer for medical examination on or before 15-11-72 and when he appeared he was found fit to resume his duty but did not resume his work on 1-11-72 and continued to remain absent without leave for more than 10 days and thus lost his lien on the post under Clause (d) of Rule 7 of the company's Standing Order Ext. M-28, the workman contends that when he appeared before the Medical Officer on 31-10-72 he was advised further rest and he again applied for extension of leave along with medical certificate and when he became fit to resume his duty he went to join his duty on 27-11-72 but the Traffic Inspector did not permit him to join. Thus, as the position stands we are to see whether the Medical Officer of the company who examined him on 31-10-72 advised him rest and in pursuance thereof he applied for extension of further leave or he remained

absent unauthorisedly for more than 10 days after 1-11-72 and thus lost his lien to the post and his services stood automatically terminated under the relevant rule of the Standing Orders quoted above.

27. Ext. M-18 is the report of the Medical Officer who has been examined as MW-1. He found him suffering from some minor ailment with septic infection of throat but in a fit state to resume his duties. MW-1 has stated that he sent his report to the Superintendent after examining Md. Rahman. He found that the concerned workman was suffering from some minor ailment in the throat but was fit to join his duties. He says further that on the 31st when he examined him he neither prescribed any medicine nor advised him rest and asked him to join at once. It would thus appear that according to MW-1 and his certificate Ext. M-18 it is abundantly clear that Md. Rahman was fit to join his duties and his contention in the written statement to the contrary is not at all tenable. In his evidence as WW-1 he does not say that when the Doctor examined him on 31-10-72 he advised him rest. It means that he does not support his own case made out in the written statement.

28. There is a medical certificate Ext. M-3 dated 1-11-72 granted by Dr. Chandrika Prasad Sinha, a Homoeopath, with Registration No. 1828 in which it is said that Md. Rahman is under his treatment from 19-8-72 and has been suffering from filarial scrotum and phenangitis and has been advised rest for four weeks more. This very Doctor had granted him two other certificates, Ext. M-1 dated 21-8-72 and Ext. M-2 dated 4-9-72. In the former the Doctor says that Md. Rahman is suffering from chronic dysentery and it is repeated in Ext. M-2. Suddenly on 1-11-72 he says that from 19-8-72 he is suffering from filarial scrotum and phenangitis. This Doctor has not been examined but his certificates have been taken on record and marked Exts. so that they may be available for decision of the point in issue. But as the position is it is very difficult to accept Ext. M-3 and to hold that he was actually suffering from filarial scrotum and phenangitis since 19-8-72 when the two earlier certificates speak of chronic dysentery.

27. WW-1 says that he appeared before the Medical Officer with Ext. M-3 on 15-11-72. There is no explanation why if the certificate was granted on the 1st of November, 1972 and the Doctor of the company had not recommended for further leave when he examined him on 31-10-72, Md. Rahman sat tight and did not move in the matter till 15-11-72. It appears that Ext. M-3 or the two earlier certificates were obtained by the concerned workman just to make out a case in his favour that he was suffering from some disease and therefore he was unable to join his duty. Circumstances indicate that this certificate Ext. M-3 was obtained to cover up the gap between he remained absent unauthorisedly without any leave. There 1st of November and 15th of November, 1972 during which period he remained absent unauthorisedly without any leave. There is nothing on record to show that he had applied for extension of leave on the 1st of November or at any time before the 15th of November. In fact he had not put in any petition even on the 15th of November for extension of leave. He has stated that he had appeared before the Doctor of the Railway on his own accord and thereafter he received the management's letter Ext. M-17 on 3-11-72 and then went to the Railway Doctor on 15-11-72. I have said just now that it is just possible that he had obtained Ext. M-3 to make out a case in his favour for condonation of his absence without leave and his evidence amply justifies it. On the 31st of October the Railway Doctor advised him to join his duties which he did not do nor he applied for extension of leave and then when he received Ext. M-17 on 3rd November '72 he managed to get Ext. M-3 and appeared before the Railway Medical Officer on 15-11-72. Ext. W-6 is the copy of Ext. M-3. The witness says that he was not fit to join his duty and when he appeared before him on the 15th of November he advised him rest for some time more but did not grant any certificate. Nothing on this point was put to MW-1 and nothing about it has been said in the written statement of the workman.

28. As the position stands, I find the Md. Rahman remained absent without leave after 31st of October, '72 and thus made himself liable to lose his lien under the provisions of the Standing Order.

29. Let us now look to Sub-clause (d) of Clause 7 of the Standing Orders. I quote it here :—

"If the workman remains absent beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment and be treated as an absconder and discharged. The General Manager however may condone such absence."

30. From the materials discussed above it is clear that from the 1st November Md. Rahman remained absent and therefore under the provisions of the Standing Orders quoted above he lost his lien on his appointment. In this connection I refer to a case National Engineering Industries Ltd., and Hanuman reported in Vol. 2, S.C.I.J. 1037. A point had arisen before their Lordships regarding the consequences of failure to join service within certain period after expiry of leave and after considering the Standing Orders they came to the conclusion that "where a Standing Order provides that a workman would lose his lien on his appointment, if does not join his duty within certain time after his leave expires, it can only mean that his service stands automatically terminated when the contingency happens."

31. There is a case Kashibai Sachidanand and M/s. Hindustan Pencils (P) Ltd., reported in 1975 H.I.J. 73 where a similar question arose for consideration and their Lordships were of the opinion that the failure of the workman to report for duty after the expiry of leave originally granted or his failure even to report within eight days of such expiry makes the workman only "liable to lose his lien on his appointment" and exposes him to the possibility of the loss of the job. They said that this by itself could not result in his losing the job or appointment and he would not lose the job if he has valid and unavoidable cause for such late reporting. They considered Sub-Clause (4) of Clause 13 of the Model Standing Orders which was relevant for this purpose and that clause is quoted in the judgment I have already quoted the relevant Standing Order applicable in the instant case. Now I quote Sub-clause (4) of Clause 13 of the Model Standing Orders considered by their Lordships :—

"A workman remaining absent beyond the period of leave originally granted or subsequently extended, shall be liable to lose his lien on his appointment unless he returns within eight days of the expiry of the sanctioned leave and explains to the satisfaction of the authority granting leave his inability to resume his duty immediately on the expiry of his leave."

32. If we compare the two Standing Orders we will find that there is a world of difference between the two. The clause "unless he returns within eight days of the expiry of the sanctioned leave and explains to the satisfaction of the authority granting leave his inability to resume his duty immediately on the expiry of his leave" is entirely absent in the Standing Order of the present case. Therefore, interpretation put by their Lordships on the Standing Orders Clause 13, Sub-Clause (4) is not relevant for our purpose.

33. Assuming for the sake of argument that the same interpretation has to be put on the Standing Order of the present case, I would like to say that there is no evidence that the workman appeared before the management within a reasonable time to explain the cause of his absence from leave and whether his over-staying the leave was unavoidable.

34. From my discussions above it follows that Md. Rahman when asked by the Railway Medical Officer on 31st of October, '72 to join at once did not do so and it was on the 15th of November that he appeared before the Doctor and produced Ext. M-3 and got himself examined. Undoubtedly therefore, he had absented himself unauthorisedly without leave. Besides, I find that MW-1 does not say that Md. Rahman appeared before him on 15-11-72 nor there is any paper to show that he was examined on that date and any report was submitted to the management. Therefore, it becomes doubtful if even on 15-11-72 he had appeared before the Railway Doctor with Ext. M-3. After Ext. M-18 the only certificate available on record is Ext. M-19 granted by the same Homoeopath who was treating him since 19-8-72 with this difference that while in Ext. M-1 to M-3 the Registration No. is 1828, in Ext. M-19 the Registration No. is 2844. He produced it before the Railway Doctor who found him fit to join his duties from 27-11-72 and that is Ext. M-27. Thus on the material available in between 1st of November '72, and 27th of November '72, there is no material on record to indicate that Md. Rahman had applied for extension of leave or had produced a medical certificate before the Railway Medical Officer. Undoubtedly, therefore, as stated earlier under the relevant

clause of the Standing Order he lost his lien on the post. The authorities that I have quoted above support this view.

35. A point has been taken on behalf of the concerned workman that no disciplinary action could be taken under Clause (11) of the Standing Order without giving a charge-sheet and holding an enquiry and absence without leave being a misconduct, this procedure ought to have been followed and having failed to do so the order of the management terminating his services is illegal. It is the definite case of the management that his services have not been terminated on account of misconduct, rather, he had lost his lien on account of absence without leave. Therefore, it has been rightly submitted that no enquiry was necessary before his services had terminated.

36. But even if it be said that his services had been terminated on account of misconduct, I do not think it was absolutely necessary to hold an enquiry and the requirements of law can be very well met if at the time of hearing materials are brought on record on behalf of the management to show that the concerned workman was actually guilty of misconduct. In this connection I may refer to the case Workman of Motipur Sugar Factory (P) Ltd., Vs. Motipur Sugar Factory (P) Ltd., reported in 1965 II L.L.J. 162. In this case the defective enquiry cases were equated with no enquiry cases as in either case the Tribunal would have justification to go into the facts and the employer would have to justify itself that on facts the order of dismissal or discharge was proper. In the instant case evidence has been led and I have come to the conclusion that in between the 1st of October, 72 and 27th of October, 72 there is no material on record to indicate that the concerned workman had taken any step to get his leave extended which had expired on the 31st of October, 72. That being so, the contention raised is not at all tenable.

37. Another point that has been canvassed before me is that the order of dismissal has not been passed by the Appointing Authority. Here again I will point out that it is not a case of dismissal but an automatic lapse of lien to the post under the provisions of the Standing Order. But if it is said that he has been dismissed on account of misconduct then I would like to point out that there is evidence on record that Asstt. Traffic Superintendent is the Appointing Authority of a Ticket Collector. Ext. M-22 is the copy of the letter of termination and Ext. W-4 is the original. This Ext. M-22 is under the signature of MW-2, the Asstt. Traffic Superintendent, and this answers the point raised. There is nothing on record on behalf of the concerned workman to indicate that any other officer is his Appointing Authority.

38. The management has brought on record Ext. M-29. Service Regulations of Martin's Light Railways and MW-2 has said that the Standing Orders and the Service Regulations operate side by side and when there is a conflict between the two, the Standing Orders prevail. In the Service Regulation at page 105 order of dismissal has to be given by the Heads of Departments but that is only with respect to the staff whom he alone is competent to appoint substantively. In the instant case, as the evidence is, the Asstt. Traffic Superintendent is the Appointing Authority and the letter of termination Ext. W-4 or Ext. M-22 has been issued from the Office of the Superintendent and MW-2 had signed it for the Superintendent. As the position stands, I find that there is no discrepancy in Ext. M-22 and if it is taken as the case of dismissal that letter is quite valid and proper but as I have said earlier this is a case of automatic loss of lien and not of dismissal and the workman having lost his lien the management was justified in terminating his services.

39. In the circumstances indicated above the management of Futwa Islampur Light Railway Co. Ltd., is justified in terminating the services of Md. Jamilur Rahman, Ticket Collector and he is entitled to no relief.

40. This is my award.

S. R. SINHA, Presiding Officer

[No. L-41025 (22) '74-LR III/D II(B)]

New Delhi, the 19th July, 1977

S.O. 2425.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Messrs Dehri Rohtas Light Railway Company Limited and their workmen, which was received by the Central Government on the 14th July, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under Section 10(i)(d) of the Industrial Disputes Act, 1947

Reference No. 7 of 1976

(Ministry's Order No. I-41011(i)/76-D II(B) dated the 27th October, 1976)

Employees in relation to the Management of Messrs Dehri Rohtas Light Railway Co. Ltd., Dalmianagar

AND
Their workmen

APPEARANCES :

For the Management—Shri B. P. Asthana.

For the Workmen—Shri Dwarika Singh, General Secretary, Dehri Rohtas Light Railway Employees Union.

Sri Ram Kumar Singh, Member Executive Committee of the Union.

Sri Somarao Singh, Organising Secretary of the Union,
STATE : Bihar INDUSTRY : Railways

Camp : Sasaram, July 8, 1977

AWARD

The parties filed a petition on July 7, 1977 settling their disputes, and praying that the award be given in terms of the settlement.

A no dispute award is, therefore given in terms of the settlement marked Annexure A which shall form part of the Award. The Office Orders Nos. 16 and 17 dated July 9, 1976 are Annexure B and C and these shall also form part of the award.

**MEMORANDUM OF SETTLEMENT DATED 6-9-1976
BETWEEN THE MANAGEMENT OF DEHRI ROHTAS LIGHT RAILWAY CO. LTD., DALMIANAGAR AND ITS WORKMEN REPRESENTED THROUGH THE DEHRI ROHTAS LIGHT RAILWAY EMPLOYEES UNION, DALMIANAGAR**

Name of the parties present :

Representing Management—

- (1) Shri Atul Kumar Secretary, D.R.L. Rly Co. Ltd., Dalmianagar.
- (2) Shri B. P. Asthana, Loco & Carr. Supdt., D.R.L. Railway Co. Ltd., Dalmianagar.

Representing Dehri Rohtas Light Rly. Employees Union.

Shri Dwarika Singh, General Secretary D.R.L. Railway Co. Ltd. Employees Union, Dalmianagar.

The matters referred for adjudication to the Central Government Industrial Tribunal No. 1, Dhanbad vide Govt. of India, Ministry of Labour Order No. I-4.011(1)/76-DII(B) dated 27th October, 1976, and pending for adjudication before the said Tribunal marked as Reference No. 7 of 1976, was discussed between the parties to the dispute with a view to settle the same mutually and after prolonged discussions in the interest of Industrial peace and harmony, all the disputes have been resolved to the full satisfaction of both the parties as follows :—

- (1) That the workmen referred to in Management's Order No. 16 dated 9th July, 1976 would be confirmed from 1st April, 1976 as against 1st July, 1976 mentioned in the aforesaid order.

- (2) That the workmen mentioned in the Management's Office Order No. 17 dated 9th July, 1976 would be placed on temporary rolls with effect from 1st April, 1976 as against 1st July, 1976.

It is hereby further agreed that a joint petition by both the parties to the dispute would be filed before the Central Government Industrial Tribunal No. 1 at Dhanbad, with a prayer to give an award in reference No. 7 of 1976 pending before them in terms of settlement as arrived at by this settlement. It is further agreed that this settlement would be given effect to only after an Award of the Industrial Tribunal is obtained and subject to approval of the same by the said Tribunal.

For Dehri Rohtas Light Railway Employees Union, Dalmianagar.

Sd/-
General Secretary

Sd/-
Witness for all the
Signatories of the
settlement.

For Dehri Rohtas Light Railway Co. Ltd.

Dalmianagar.

Sd/-
Secretary

ANNEXURE 'B'
THE DEHRI ROHTAS LIGHT RAILWAY CO. LTD.,
DALMIANAGAR
9th July, 1976
OFFICE ORDER NO. 16

The Management is pleased to confirm the appointment of the following persons with effect from 1-7-1976 on posts shown against their names :—

Sl. No.	Name of employees	Department	Post.
1	2	3	4
1.	Shri Satyanarain	Traffic	Pointsman
2.	Abdul Jalil Ansari	"	"
3.	Rampati	"	"
4.	Mukhdeo	"	"
5.	Suchit Singh	"	R/R/ Attendant
6.	Sagir Ahmed Khan	"	Pointsman
7.	Muneshwar Prasad	"	"
8.	Janardan Prasad	"	"
9.	Munshi	"	"
10.	Md. Shamim	"	"
11.	Rambilash Singh	"	"
12.	Laloo Singh	"	"
13.	Lal Bachan Singh	"	"
14.	Ram Kumar Pathak	"	"
15.	Mohan Singh	"	"
16.	Rajendra Singh	"	"
17.	Jhansi Singh	"	"
18.	Awadhnarain Tiwari	"	"
19.	Banshi Singh	"	"
20.	Hari Chowdhuri	"	"
21.	Rajender s/o Bigan	"	"
22.	Bhagwan Ram	"	"
23.	Ramnandan Singh	"	"
24.	Parmeshwar Mahto	"	"
25.	Ganesh	"	"
26.	Suresh	"	"

1	2	3	4
27.	Shri Jangleshwar	Running Shed	Agwalla
28.	„ Rambilash Singh	"	"
29.	„ Satyanarain	"	"
30.	„ Mahendra Prasad	"	"
31.	„ Chandradeo Mistr	"	Turner
32.	„ Kamta Prasad Singh	Running Shed	Carr. Khalasi
33.	„ Jamadar	"	Coal Khalasi
34.	„ Ramdas	"	"
35.	„ Rambilash	"	"
36.	„ Mahabir	"	Loco cleaner
37.	„ Kamta Pd. s/o Ranjanath	"	Loco Khalasi
38.	„ Ram Ashray Shah	"	"
39.	„ Pram d Kumar	"	"
40.	„ Ramesh Prasad	"	"
41.	„ Bhisam Singh	"	"
42.	„ Ramraj Singh	"	"
43.	„ Nitmal Kumar	"	"
44.	„ Jugal s/o Mankey	"	Care. Khalasi
45.	„ Prabhunath s/o Marain Ram	"	Elec. Khalasi
46.	„ Lal Mohd.	"	"
47.	„ Chandrama Singh	"	Coal Khalasi
48.	„ Dinanath Singh	"	"
49.	„ Jagnarain	"	"
50.	„ Bijay	"	"
51.	„ Ramechander	"	"
52.	„ Shyamjee Singh	"	Turner
53.	„ Hazari Singh	Watch & Ward	Watchman
54.	„ Lakhan s/o Rajnath	Engg.	Khalasi
55.	„ Bigan Singh	"	"
56.	„ Ramashis s/o Ramratan	"	"
57.	„ Ramkaran	"	"
58.	„ Sarjoo s/o Daroga	"	"
59.	„ Madhusudan	"	Sweeper
60.	„ Abdul Rahman	"	Painter
61.	„ Sheonath Sharma	"	BTM
62.	„ Sheonarain	"	Carpenter
63.	„ Jagoo Singh	"	Khalasi
64.	„ Lalbehari	"	"
65.	„ Satyanarain	"	"
66.	„ Nageshwar	"	"
67.	„ Deonath	Traffic	Watchman

Sd/- ATUL KUMAR, Secy.

ANNEXURE 'C'
THE DEHRI ROHTAS LIGHT RAILWAY CO. LTD.,
DALMIANAGAR

9th July, 1976

OFFICE ORDER NO. 17

Subject to their being found medically fit and assessment of their age by Company's Medical Officer, the Management is pleased to place the following workmen on temporary rolls with effect from 1st July, 1976. Their designation, basic salary and

grade as applicable to them from the said date is shown against their names :—

Sl. No.	Name	Designa- tion.	Dept.	Grade	Basic salary
1	2	3	4	5	6
1.	Sri Muneshwar Singh s/o Shekall	Khalasi	Engg	70-85	70/-
2.	“ Bhagya Ram Singh s/o Bribh	“	“	“	70/-
3.	“ Balkishwar Singh s/o Bhukhy	“	“	“	70/-
4.	“ Deonandan Yada s/o Gopi	“	“	“	70/-
5.	“ Guwacharan Singh s/o Kirit	“	“	“	70/-
6.	“ Sheonandan Singh s/o Dasrath	“	“	“	70/-
7.	“ Sudama s/o Sheo	“	“	“	70/-
8.	“ Sunder s/o Rangahan	“	“	“	70/-
9.	“ Awadhesh s/o Rambirchhan	“	“	“	70/-
10.	“ Mukhlal Singh s/o Janki	“	“	“	70/-
11.	“ Bineshwar s/o Khobhbari	“	“	“	70/-
12.	“ Ramdeo s/o Sakloo	“	“	“	70/-
13.	“ Ramraj Singh s/o Ram Pd.	“	“	“	70/-
14.	“ Ganga s/o Aliar	“	“	“	70/-
15.	“ Awadhesh s/o Ramai	“	“	“	70/-
16.	“ Garibar s/o Jhapsi	“	“	“	70/-
17.	“ Hari Narain s/o Bhadai	“	“	“	70/-
18.	Premchand	Sweeper	“	“	70/-
19.	Naresh	“	“	“	70/-
20.	Gulab	“	“	“	70/-
21.	Ramraj Mishra	Watch- man	“	“	70/-
22.	Ayodhya Singh s/o Gulab	Khalasi	R/Shed	“	70/-
23.	Ramsinghasan Bhareti	“	“	“	70/-
24.	Rasul Khalifa	“	“	“	70/-
25.	Jagdish Singh s/o Mahungoo	“	“	“	70/-
26.	Ramdas Singh s/o Raghunath	“	“	“	70/-
27.	Baliram Singh s/o Mahesh	“	“	“	70/-
28.	Lallan Pd. Singh s/o Surajnath	“	“	“	70/-
29.	Bhikhari Singh s/o Dukhi	“	“	“	70/-
30.	Ravindra Singh	“	“	“	70/-
31.	Krishna Pd. Ram	“	“	“	70/-
32.	Awadhesh Kr. Singh	“	“	“	70/-
33.	Ramsewak Singh	BTM Turner	“	75-110	75/-
34.	Wasique Hussain	“	“	“	75/-
35.	Suresh Dutt Pandey	Points- man	Traffic	75-95	75/-

1	2	3	4	5	6
36.	Sri Ramsuresh Singh	Peon	Office	70-85	70/-
37.	“ Bindod Choudhary	Ward- boy	Medical	“	70/-
38.	“ Marachi Devi	Dai	“	“	70/-
39.	“ Sakaldip Singh	Watch- man	W & Ward	“	70/-
40.	“ Ramashis Singh	“	“	“	70/-
41.	“ Kameshwar Singh	“	“	“	70/-
42.	“ Md. Raffique	“	“	“	70/-
43.	“ Rambahadur Singh	“	“	“	70/-

Sd/-ATUL KUMAR, Secy.
K.B. SRIVASTAVA, Presiding Officer.
[No. L-4011(1)/76-D-II(B)]
HARBANS BAHDUR, Desk Officer

New Delhi, the 14th July, 1977

S.O. 2426.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Chhendapathar Wolfram Mine Purnapani, Post Office Fulkusma, District Bankura of Gouripur Industries (Private) Limited, Calcutta and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CAI CUTTA.

Reference No. 2 of 1976

PARTIES :

Employers in relation to the management of Chhendapathar Wolfram Mines Purnapani of Gouripur Industries (Private) Limited,

AND

Their workmen.

APPEARANCE :

On behalf of Employers—Shri Tapas Roy, Advocate.
On behalf of Workmen—Shri Bisveswar Ganguly, An Officer of the Union.

STATE : West Bengal

INDUSTRY : Mining

AWARD

By Order No. L-19012 (44)/75-D-III (B) dated 8th January 1976 the Government of India, Ministry of Labour referred the following reference to this Tribunal for adjudication :

“Whether the following demands of the workmen of Chhendapathar Wolfram Mine, Post Office Fulkusma District Bankura in the State of West Bengal of Gouripur Industries (Private) Limited, Salisbury House, 3/1, Bankshall Street, Calcutta are justified? If so, to what reliefs are the workmen entitled ?

DEMANDS

- (i) Pay of wages to the unskilled workmen at the rate of Rs. 6 per day per head and corresponding increase in the wages of semi-skilled and skilled workmen. Payment of other fringe benefits to unskilled, semi-skilled and skilled workmen of the mine.
- (ii) Payment of wages to the workmen for the period of unemployment from 4-6-74 upto 31-8-74 due to closure.”

In continuation of my previous Order dated 14-12-1976 in the above reference, the relevant portion of which is quoted below, the case of the parties was heard again on the second part of the reference :

7. In the result, the reference is rejected in respect of the first part of the reference asking for enhanced wages and in respect of the second part of the reference a trial shall be conducted to ascertain whether the employer was bound to pay wages to the workmen for the period of unemployment from 4-6-74 to 31-8-74 and if so at what rate."

3. On behalf of the management the Managing Director himself was re-called and examined as MW-1 and similarly on behalf of the Union its President was recalled and re-examined as WW-1. The contention of the union that the workmen were unemployed during the period due to the closure of the mine could not be accepted. Neither the averment in the written statement nor the evidence in the case established that the unemployment was due to the closure within the meaning of Section 25FFA and 25FFF of the Industrial Disputes Act, 1947. It cannot also be contended that the unemployment of the workmen was due to any lockout. The union however has relied upon a notice marked Ext. M-16 dated 31st May, 1974 for the purpose of holding that as a result of lockout the workmen were unemployed during the period. But the contents of this document do not show that there had been any lockout as such. On the other hand, the mine in question could not be worked as there was no Manager in the service of the mine duly appointed for the purpose of running the mine. WW-1 however was not able to produce any other document or any reliable evidence to hold that the management with any malafide intention had locked out the workmen with effect from 4-6-74. In the absence of any reliable evidence on that account I hold that there had been no lock out as such.

4. The next question for consideration is whether there was sufficient ground for the management to suspend the operation of the mine for the period between 4-6-74 and 31-8-1974. The management has produced a large number of documents to prove that a proper Manager could not be appointed during the period. In this regard it may be relevant to point out that under the Metalliferous Mines Regulations, 1961 a Manager is an absolute necessity for running a mine. A Manager under the Regulations means a person possessing the prescribed qualifications and appointed in writing by the owner or agent to be in charge of a mine under the Act. Regulation No. 34 provides that no mine shall be opened, worked or re-opened unless there is a Manager of the mine being a person duly appointed and having such qualification as required by the Regulations. It was in evidence that the then Manager Sri R. B. Mondal who was appointed with effect from 24-11-1973 had tendered his resignation vide his letter Ext. M-7 dated 27-2-74 but he was actually relieved of the post only on 30-4-1974. The next incumbent of the post was one Tapan Roy Chowdhury who was appointed by a letter dated 24-8-1974, Ext. M-17. So, normally between 1-5-1974 to 24-8-1974 there could not have been any Manager in charge of the mine. It is also in evidence that MW-1 took a very keen interest in getting a suitable Manager for the post during relevant period. Coupled with his oral evidence there are series of documents produced to show that he had advertised the job in Newspaper and held interviews with qualified persons but he could not get a proper and duly qualified person until 24-8-1974. The Director General of Mines Safety vide his letters Exts. M-18 and M-19 was particular that the mine could not have been worked without a proper Manager appointed in the post. In strict compliance of the provisions of Regulation 34 therefore until a proper Manager was appointed the mine could not have been worked in which case the workmen will not be in a position to contend that they were entitled to their wages during the period of unemployment.

5. But, there was some latches on the part of the management in not running the mine at least for the period from 1-6-1974 to 30-6-1974 as well as from 24-8-1974 to 31-8-1974. Regulation 34(7) (a) empowers the Manager to appoint a person holding a Manager's certificate or a Foreman's certificate in case the Manager was unable to exercise duly his personal supervision or is unable to perform his duties under the Regulations. In view of the provision it is admitted that MW-1 had appointed one Haque who was foreman of the Mine to act as Manager during the period from 1-5-1974 to 31-5-1974. Sri Haque was acting in that capacity in the month of May, 1974. There is no reason why permission to allow Haque in that capacity to continue upto 30-6-1974 was not sought for

sufficiently early in order to avoid the closing down of the mine. The management has relied upon the provisions contained in Regulation 34 (7) (a) (ii) which reads as :

"no such authorization shall have effect for a period in excess of 30 days, except with the previous consent in writing of the Chief Inspector and subject to such conditions as he may specify therein; nor without a like consent shall a second authorisation be made to take effect upon the expiry of the first. The Chief Inspector shall not permit any such authorisation to extend over a period exceeding 60 days unless the person holds qualifications specified in the sub-regulation (2);"

So, the management was bound to move the authorities for the continuance of Haque's service as Manager at least for a period of another one month. The management however did not do so. Ext. M-13 dated 28th May, 1974 was the letter which Director of the Company addressed to the Director General of Mines Safety for the continuation of Haque's service as the Manager for another period of 30 days after 31-5-1974. The reply to that letter was seen to have been received in the office of the Mines only on 29th June, 1974 allowing Haque to continue as Manager for the period of one month upto 30th June, 1974.

Ext. M-15 dated 20th June, 1974 was the said letter permitting Haque to continue in office. If the management had been diligent they could have sent Ext. M-13 letter much earlier in order to avoid the discontinuance of Haque's service as Manager for a further period of one month upto 30th June, 1974. MW-1 knew that under the Regulation 34 (7) (a) (ii) permission of the Director General of Mines Safety was absolutely necessary for permitting Haque to continue in service for a further period of one month and if he had been earnest about his continuance as Manager for that period, he should have applied to the concerned authority sufficiently ahead to enable the authority concerned to grant permission for the continuance of Haque as Manager of the mine upto 30th June, 1974. The management failed to apply for permission in time and consequently the workmen had to go unemployed from 4-6-1974. There was no ground for the management to keep the workmen unemployed at least from 4-6-74 to 30-6-74. Similarly, the management had also no ground why the workmen were kept out of employment from 24-8-74 to 31-8-74. It was already seen that Sri Tapan Roy Chowdhury had assumed charge as Manager on 24-8-1974. When this was put to the learned Advocate of the employer he did not deny it. There was no record to show the date on which the new manager assumed charge. The testimony of MW-1 in cross-examination that he would have taken charge on 1st September, 1974 was not borne out from any document produced. Ext. M-17 appointment order shows that the post was offered to him and it had to be presumed therefore that he took charge on 24-8-74. The management should have opened the mine with effect from 24-8-74. The workmen will therefore be entitled to the wages from 4-6-74 to 30-6-74 and from 24-8-74 to 31-8-74. The rate of this wage shall be at the rate at which they were being paid before they became unemployed.

6. In the result, an Award is passed in favour of the workmen directing the management to pay their wages at the rate at which they had been paid earlier to their unemployment from 4-6-74 to 30-6-74 and from 24-8-74 to 31-8-74. In respect of the remaining period the workmen's Claim for wages is disallowed.

[No. I-19012(44)/75-D-III (B)/D-IV (B)]

E. K. MOIDU, Presiding Officer

Dated. Calcutta, the 9th June, 1977

New Delhi, the 15th July, 1977

S.O. 2427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the matter of application filed by Baldeo Singh, Security Inspector, Jhagrakhand Colliery, District Surguja (Madhya Pradesh) under Section 33A of the Industrial Disputes Act, 1947, which was received by the Central Government on the 13th July, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR (M.P.)

Case No. CGIT/LC(A) (3)/1977

PARTIES :

Baldeo Singh, Security Inspector, residing at Jhagrakhand Colliery, P.O. Jhagrakhand Colliery, District Surguja (M.P.)—Complainant.

VERSUS

The General Manager, Western Coalfields Ltd. Jhagrakhand Area, P.O. Jhagrakhand Colliery, District Surguja (M.P.) and others.—Opp. Parties.

APPEARANCES :

For Complainant—Shri S. D. Mukherji, Advocate.

For Opp. Parties—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines DISTRICT : Surguja (M.P.)

AWARD

This is a Complaint under Sec. 33-A of the Industrial Disputes Act filed because the conditions of service of the complainant are alleged to have been changed by the management during the pendency of Reference Nos. 34 of 1974 and 15 of 1976.

2. It is not disputed that there was an incident in which the complainant, Security Inspector, and Mr. Methew, Assistant Security Inspector, were involved against each other. Both of them were charge-sheeted. Domestic enquiry was held and the complainant was reduced in rank as a measure of punishment. At the time when this action was taken reference numbers mentioned above were pending before this Tribunal. Reference No. 34 of 1974 may be reproduced as follows :—

"Whether the action of the management North Chirimiri Colliery of Coal Mines Authority Ltd., P.O. Chirimiri, District Surguja (Madhya Pradesh) in stopping the following wagon loaders from work with effect from the 11th March 1973, is justified? If not to what relief are the concerned workmen entitled :—

1. Shri Gurunath S/o Narayan, Wagon Loader
2. Shri Uchabo S/o Punie, Wagon Loader
3. Shri Trinath S/o Dutio, Wagon Loader
4. Shri Uchoa S/o Hanmu, Wagon Loader
5. Shri Babulal S/o Agadhm, Wagon Loader
6. Shri Kaibal S/o Krishna, Wagon Loader
7. Shri Jguria S/o Jutia, Wagon Loader
8. Shri Bhaskar S/o Murli, Wagon Loader".

Similarly the reference no. 15 of 1976 runs as follows :—

"Whether the action of the management of Bijuri Colliery of Coal Mines Authority Ltd. P.O. Bijuri, District Shahdol in stopping Ranoo Singh S/o Budhai Singh Shahdol from work with general Mazdoor of Bijuri Colliery, from work with effect from 23-1-75 is justified? If not to what relief is the concerned workman entitled?"

3. Complainant's case is that he was transferred to Ramnagar Colliery in the year 1974 and within a day or so he was again maliciously transferred to Jhagrakhand Colliery where quarter, water and light facilities were not available to him. The second grievance is that during the pendency of the above two references he was suspended because he quarrelled with the Assistant Inspector of the Security guards and after enquiry etc. as said above he was reduced in rank with the result that he is being paid at the reduced rate.

4. Management's legal objections are that the complainant is performing purely supervisory duties and is drawing a salary of more than Rs. 500 hence he is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act. Even if he is held to be a workman he is not the workman concerned with the disputes covered by any of the two said references and thirdly there had been no branch of Sec. 33 of Industrial Disputes Act. Hence the complaint is alleged to be not maintainable.

5. Parties have produced no evidence on the point as to what duties are performed by the complainant. He has not denied the allegations of the management that he is performing supervisory functions nor that that he is drawing a salary of more than Rs. 500 per month. Besides this non denial when his status was challenged the complainant should have at least adduced some evidence to prove that he comes within the category of workman. Inspector's job is mainly supervisory and as there is no evidence that he is drawing less than Rs. 500 per month salary, it is held that he is not a workman and no complaint is maintainable at his instance.

6. Even if it is held that he is a workman, Sec. 33 requires that he should be the concerned workman. The term 'concerned workman' has been held to be having wider connotation yet it cannot be stretched too far to mean that a workman of Jhagrakhand Colliery is in any manner concerned with the dispute of 8 wagon loaders in North Chirimiri Colliery (Reference No. 34/74) or with the individual dispute of Ranoo Singh of Bijuri Colliery sponsored by him under Sec. 2A of Industrial Disputes Act (Reference No. 15 of 1976). Each colliery is a separate unit(mine). The latter dispute of Ranoo Singh was not sponsored by any union. It is only a deemed industrial dispute. Simply because all the collieries in Madhya Pradesh are under the management of Western Coalfields Ltd. any dispute anywhere under that employer will not make all employees of all other collieries to be concerned workmen. Moreover both the said references are such where general question with wider impact is not involved. Sub-inspector Security Guard has nothing in common with the wagon loaders or with general Mazdoor.

7. Thirdly there is no contravention of the provisions of Sec. 33 of the Industrial Disputes Act. Sub-section (1) of Sec. 33 will not apply because the punishment awarded to the complainant or even his transfer is not connected with any of the disputes raised in those two references. Sec. 33(2)(b) permits the management to punish the employee for any matter not connected with the dispute pending before the Tribunal provided the punishment awarded is short of discharge or dismissal from service. Thus punishment of reduction in rank could well be awarded by the management even when the said references were pending and even if the complainant is deemed to be a concerned workman with respect to those references. There was no branch of the provisions of Sec. 33(2)(b). The complaint is, therefore, not maintainable and is hereby dismissed. Award is given accordingly.

S. N. JOHRI, Presiding Officer.

Dated : 6-7-1977.

[No. L-22014 (1)/77-(i)-D. IV (B)]

S.O. 2428.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the matter of application filed by A. Mathew S/o Shri M. M. Antony residing at Ramnagar Colliery, P.O. Ramnagar, District Shahdol (Madhya Pradesh) under Section 33A of the Industrial Disputes Act, 1947, which was received by the Central Government on 12th July, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR (M.P.)
CASE NO. CGIT/LC(A)(4)/1977

PARTIES :

A. Methew S/o Shri M. M. Antony, residing at Ramnagar Colliery, P.O. Ramnagar, Distt. Shahdol (M.P.)
Complainant.

VERSUS

The General Manager, Western Coalfields Ltd. Jhagrakhand Area, P.O. Jhagrakhand Colliery, Distt. Surguja (M.P.) and others.—Opp. Parties.

APPEARANCES :

For Complainant—Shri S. D. Mukherji, Advocate.
For Opp. Parties—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines DISTRICT : Shahdol (M.P.)

AWARD

This is a Complaint under Sec. 33-A of Industrial Disputes Act filed because the conditions of service of the complainant

are alleged to have been changed by the management of Jhagrakhand Colliery during 1st April, 1974. Reference No. 34 of 1974 and 15 of 1976 as well as concerned Counsel for the complainant at the time of hearing of the references so pending were not specified.

2. It is not disputed that there was an incident between the complainant and Shri Baldeo Singh Security Inspector. Both of them were charge-sheeted on this account, domestic enquiry was held and the complainant was reduced in rank as a measure of punishment. When the action was taken references numbers mentioned above were pending before this Tribunal. Reference No. 34 of 1974 may be reproduced as follows :—

"Whether the action of the management of North Chirimiri Colliery of Coal Mines Authority Ltd., P.O. Chirimiri, District Surguja (Madhya Pradesh) in stopping the following wagon loaders from work with effect from 11th March 1973, is justified ? If not to what relief are the concerned workmen entitled :

1. Shri Gurunath S/o Narayan Wagon Loader
2. Shri Uchabo S/o Punia, Wagon Loader
3. Shri Trinath S/o Hannu, Wagon Loader
4. Shri Uchoa S/o Hannu, Wagon Loader
5. Shri Babulal S/o Agadhm, Wagon Loader
6. Shri Kaibal S/o Krishna, Wagon Loader
7. Shri Iguria S/o Jutia, Wagon Loader
8. Shri Bhaśkar S/o Murli, Wagon Loader".

Similarly the reference no. 15 of 1976 runs as follows :—

"Whether the action of the management of Bijuri Colliery of Coal Mines Authority Ltd., P.O. Bijuri, District Shahdol in stopping Ranoo Singh S/o Budhai Singh general mazdoor of Bijuri Colliery, from work with effect from '23-1-75 is justified ? If not to what relief is the concerned workman entitled?"

3. Complainant's case is that he is a workman within the definition given in Sec. 2(s) of Industrial Disputes Act. He is working as Asstt. Security Officer and admittedly he was drawing the pay of more than Rs. 500. The enquiry was pre-judicial and the complainant was kept under suspension for a long time. Ultimately the punishment of reduction in rank was illegally awarded. This was in contravention of Sec. 33 of the Industrial Disputes Act. He has on that account suffered monetary losses due to reduced wages, bonus, gratuity, provident funds, annual increments etc. and half wages for suspension period.

4. Management's legal objections are that the complainant is performing purely supervisory duties and he is drawing a salary of more than Rs. 500. He is not a workman within the meaning of Sec. 2(s) of Industrial Disputes Act. Complaint at his instance is not maintainable. Even if he is held to be a workman he is not the concerned workman as contemplated in Sec. 33 of the Industrial Disputes Act, nor there had been any breach of the mandatory provisions of Sec. 33 of Industrial Disputes Act. Thus on all these three grounds the complaint is alleged to be not maintainable.

5. Parties produced no evidence. The complainant specifically alleged that as an Asstt. Security Officer his duty was to keep an eye on the activities of the workmen as well as on officers. This fact has not been denied and thus it is clear that his duties are not of supervisory nature as he has to be on the vigil all the time. Vigilance is not synonymous to supervision. As such it is held that he is a workman within the meaning of Sec. 2(s) of Industrial Disputes Act.

6. However, the other two legal objections have their own weight. Section 33 requires that the complainant should be a concerned workman. The term "concerned workman" has been held to be having wider connotation yet it cannot be stretched too far to mean that a workman of Jhagrakhand Colliery, as the complainant is, will in any manner be concerned with the dispute of the eight wagon loaders of North Chirimiri Colliery (Reference No. 34 of 1974) or with the individual dispute of Ranoo Singh of Bijuri Colliery sponsored by him under Sec. 2A of Industrial Disputes Act (Reference No. 15 of 1976). Each Colliery is a separate unit (mine). The latter dispute of Ranoo Singh was not sponsored by any Union. It is only a deemed industrial dispute. Simply because all the collieries in Madhya Pradesh are under the

management of Western Coalfields Ltd, any dispute anywhere under that employer will not make all the employees of all other collieries to be concerned workmen. Moreover both the said references are such where general question with wider impact is not involved. An Asstt. Security Officer has nothing in common with the said wagon loaders of different colliery or with the general mazdoor of Bijuri Colliery. Secondly there is no contravention of the provisions of Sec. 33 of Industrial Disputes Act. Sub-section (1) of Sec. 33 will not apply because the punishment awarded to the complainant is not connected with any of the disputes raised in those two references. Sec. 22(2) (b) permits the management to punish its workers for any matter not connected with the contract of service before the tribunal provided the punishment does not exceed one month's discharge or dismissal from service. Thus the punishment of reduction in rank could well be awarded by the management even when the said references were pending and even if the complainant is deemed to be a concerned workman with respect to those references. There was no breach of the provisions of Sec. 33 (2)(b) of the Act.

7. For all these reasons I am of the opinion that the complaint is not maintainable and is therefore dismissed. Award is given accordingly.

S. N. JOHRI, Presiding Officer

Dated : 6-7-1977

[No. L-22014 (1)/77-(ii)-D. IV (B)]

S.O. 2429.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the matter of application filed by S. K. Nair, Truck Driver, residing at Ramnagar Colliery, P.O. Ramnagar, District Shahdol (Madhya Pradesh) under Section 33A of the Industrial Disputes Act, 1947, which was received by the Central Government on the 13th July, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.)

Case No. CGIT/LC(A)(5)/1977

PARTIES :

S.K. Nair, Truck Driver, residing at Ramnagar Colliery, P.O. Ramnagar, Distt. Shahdol (M. P.)—Complainant.

VERSUS

The General Manager, Western Coalfields Ltd., Jhagrakhand Area, P.O. Jhagrakhand Colliery, District Surguja (M. P.) and another.—Opp. Parties.

APPEARANCES :

For Complainant.—Shri S. D. Mukherji, Advocate.
For Opp. Parties.—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines

DISTRICT : Shahdol (M. P.)

AWARD

This is a complaint under Sec. 33-A of the Industrial Disputes Act filed against the dismissal of the complainant by the management of Ramnagar Colliery on the allegedly proved charge of his participation in the quarrel between Shri Baldeo Singh and Shri Mathew, Assistant Security Officer, when no approval was sought for such an action even though the reference no. 15 of 1976 was pending before it.

2. It is not disputed that the complainant was charge-sheeted for the said misconduct, domestic enquiry was held and he was ultimately dismissed from service. The allegations against the validity of the domestic enquiry proceedings have been denied by the management.

3. Management has raised legal objections against the maintainability of the complaint on the ground that the complaint was not workman concerned with the said industrial dispute which was pending before this Tribunal. Reference No. 15 of 1976 runs as follows :—

"Whether the action of the management of Bijuri Colliery of Coal Mines Authority Ltd., P. O. Bijuri, District Shahdol in stopping Ranoo Singh S/o Budhai Singh general mazdoor of Bijuri Colliery, from work with effect from 23-1-75 is justified ? If not to what relief is the concerned workman entitled ?"

This dispute of Ranoo Singh was sponsored by the workman himself under Sec. 2A of Industrial Disputes Act. It was not sponsored by any union. Thus it was only a deemed industrial dispute. No such general question was involved in that dispute which could have wider impact. There is nothing to show how the complaint was concerned with that dispute. It is true that the words 'workman concerned' in the dispute have been given a wider connotation by the Supreme Court, yet the meaning of these words cannot be stretched too far so as to make the workman of Ramnagar Colliery in any manner concerned with the dispute of an individual workman of Bijuri Colliery. Simply because all the collieries in Madhya Pradesh are under the management of Western Coalfields Ltd., any dispute anywhere under that employer will not make all the employees of all other collieries to be concerned workmen. I am, therefore, of the view that the complainant is not a concerned workman, hence he gets no protection under the provisions of Sec. 33 of Industrial Disputes Act. As such the complaint is not maintainable. It is hereby dismissed. Award is given accordingly.

S. N. JOHRI, Presiding Officer

Dated : 7-7-1977.

[No. L-22014(1)/77-(iii)-D.IV(B)]

S.O. 2430.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the matter of application filed by Dayawant Dubey S/o Rajeswar Dubey, residing at Ramnagar Colliery, Post Office, Ramnagar, District Shahdol (Madhya Pradesh) under Section 33A of the Industrial Disputes Act, 1947, which was received by the Central Government on the 13th July, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/L.C(A)(7)/1977

PARTIES :

Dayawant Dubey S/o Rajeswar Dubey, residing at Ramnagar Colliery, P.O. Ramnagar, District Shahdol (M.P.) —Complainant.

VERSUS

The General Manager, Jhagrakhand Area, Western Coalfields Ltd. P.O. Jhagrakhand Colliery, District Surguja (M.P.) and another.—Opp. Party.

APPEARANCES :

For Complainant.—Shri S. D. Mukherji, Advocate.
For Opp. Party.—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines DISTRICT : Shahdol (M.P.)

Dated, 7th July, 1977

AWARD

This is a complaint under Sec. 33-A of Industrial Disputes Act against the dismissal of the complainant by the management of Ramnagar Colliery on the allegedly proved charge of defalcation without seeking permission of this Tribunal when Reference No. 15 of 1976 was pending before it.

2. It is not disputed that the complainant was a clerk in that branch of Western Coalfields Ltd. A charge of defalcation was framed against him. Departmental enquiry was held and the punishment of dismissal from service was ultimately awarded by the said management. At that time when the dismissal was ordered the said Reference No. 15 of 1976 was pending before this Tribunal. It runs as follows :—

"Whether the action of the management of Bijuri Colliery of Coal Mines Authority Ltd., P.O. Bijuri, District Shahdol in stopping Ranoo Singh S/o Budhai Singh general mazdoor of Bijuri Colliery, from work with effect from 23-1-75 is justified ? If not to what relief is the concerned workman entitled ?"

3. The case of the complainant is that he was the Secretary of the Ramnagar Branch of M. P. Colliery Workers Federation which was the union operating in that branch. The validity of the domestic proceedings has been challenged and it is said that as the above reference was pending before the Tribunal the complainant being a protected workman could not be dismissed from service without seeking prior permission of the Tribunal. He has therefore claimed reinstatement with back wages.

4. The management has denied factual allegations against the validity of the domestic enquiry. It has further challenged the fact that the complainant was a protected workman, his status as Secretary of the Union has been denied. The management raised the legal objections that the complainant was not the concerned workman nor there was violation of the provisions of Sec. 33 of Industrial Disputes Act. These legal objections were treated as preliminary issues. Parties have not adduced any evidence on the question of maintainability, specially on the question of status of the complainant.

5. It was for the complainant to prove that he was a protected workman. He has failed to adduce any evidence in support of that contention. Besides this technical flaw the pleadings as they appear in the complaint by themselves show that he was not a protected workman. In para 12 of the complaint the complainant himself has stated that on 11-1-1977 Ramnagar Colliery Branch of M. P. Colliery Workers Federation was dissolved. As soon as the branch of that union was dissolved the complainant ceased to occupy the status of the Secretary of the said branch of the Union. It was after the dissolution of the said branch i.e. after the complainant had lost status of protected workman that the management dismissed him on 12-2-1977. Thus on 12-2-1977 when the dismissal order was passed the complainant according to his own pleadings had ceased to be a protected workman. His case would not therefore fall within the absolute protection contemplated under Sub-section (3) of Sec. 33 of the Industrial Disputes Act.

6. His dismissal was on the charge of defalcation. This charge was not connected with the dispute which has been raised in the aforesaid reference of Ranoo Singh. Thus at the most his case shall fall within the ambit of sub-section (2) of Sec. 33 of Industrial Disputes Act. This sub-section does prohibit an action of dismissal without seeking approval of the Tribunal before which the said reference is pending. Obviously no approval was obtained. The question therefore reduced itself to the short point as to whether the complainant was a concerned workman or not. If he was not a concerned workman the provisions of Sec. 33 will not apply.

7. The reference No. 15 of 1976 as reproduced above relates to an individual workman Ranoo Singh who was not taken on duty by the management of Bijuri Colliery. That dispute was not sponsored by any union. It was raised by the workman himself under Sec. 2A of Industrial Disputes Act. It was thus only a deemed industrial dispute. The complainant was not concerned at all with the dispute of Bijuri management with Ranoo Singh. The nature of that dispute was very limited in its scope. It is true that the Supreme Court has said that the scope of the words 'workman concerned with the dispute' is much wider than it appears to be. Still I think the scope is not so wide as to engulf the workman of any and every colliery. Each colliery has its separate entity as a mine. Simply because all the collieries in Madhya Pradesh are under the management of Western Coalfields Ltd., any dispute anywhere under that employer will not make all employees of all other collieries to be concerned workmen.

8. I am, therefore, of the opinion that the complainant is not the workman concerned with the dispute pending before this Tribunal under Ref. No. 15 of 1976. Hence he is not entitled to put forward his own industrial dispute of dismissal through the back door of complaint under Sec. 33-A

of the Industrial Disputes Act. The complaint is, therefore, dismissed. Award is given accordingly.

Dated : 7-7-1977.

S. N. JOHRI, Presiding Officer

[No. L-22014(1)/77-(iv)-D.IV(B)]

BHUPENDRA NATH, Desk Officer

New Delhi, the 18th July, 1977

S.O. 2431.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Indore, in the Industrial Dispute between the employers in relation to the Management of Diamond Mining Project of National Mineral Development Corporation, Panna and their workman Shri R. K. Namdeo, which was received by the Central Government on the 1st July, 1977.

IN THE INDUSTRIAL TRIBUNAL, MADHYA
PRADESH, INDORE

Reference No. 4/I.T/1976

BETWEEN

Management of Diamond Mining Project of National Development Corporation, Panna.....First-party.

AND

Sti R. K. Namdeo, Ex-Time Keeper, Ramkheda Mine of Diamond Mining Project, Panna.....Second-party.

In the matter of a reference u/s. 10(1)(d) of the Industrial Disputes Act, 1947.

AWARD

By Order dated 24th March, 1976 the Government of India referred the Industrial Dispute between the employers in relation to the management of Diamond Mining Project of National Mineral Development Corporation, Panna and their workman (Sti R. K. Namdeo) in respect of the following matter for adjudication to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 :

"Whether the action of the management of Diamond Mining Project of National Mineral Development Corporation, Post Office Panna, Madhya Pradesh in not permitting Sti R. K. Namdeo, formerly Time Keeper of Ramkheda Mine of Diamond Mining Project, Panna to rejoin duties on return from leave and in ultimately terminating his services with effect from 15-5-75 vide their Office Order No. Adm/Pf(748)/70 dated 15-5-75 is justified? If not, to what relief is the said workman entitled?"

2. While the reference was pending for adjudication before this Tribunal, an application along with a compromise signed by the parties was filed by the counsel for the Management. The matter was referred to the Presiding Officer, Labour Court No. 1, Jabalpur for verification of the signature of the workman concerned on the compromise (Ex. P/2). Shri Shukla, after examining Sti R. K. Namdeo on oath, has submitted a report that the compromise was duly signed by Sti R. K. Namdeo and that the portions marked 'A' to 'A' and 'B' to 'B' on Ex. P/2 bear his signature. It is, therefore, clear that a compromise between the parties in accordance with the terms specified in Ex. P/2 has been arrived at in regard to the dispute in question and the same has been duly signed by the workman as well as by the Personnel Officer on behalf of the Management. The terms of the compromise are lawful and fully dispose of the industrial dispute referred to this Tribunal for adjudication. I, therefore, consider it proper to give an award in terms of the compromise. Accordingly I give the award as follows :—

- (1) That Sti Namdeo will be taken back to duty as Time Keeper w.e.f. 1-3-76 in the scale of pay of Rs. 225-6-261-8-309 with an initial pay of Rs. 243 per month.
- (2) That he will be posted back to Majgawan Mine as Time Keeper, the same post which he was holding prior to termination of his services.

(3) That the intervening period from the date of termination of service viz. from 15-5-75 till 1-3-76 will be regularised as follows :—

- (i) He will be granted earned leave on full pay to the extent he is entitled;
- (ii) He will be granted 20 days' half pay leave which will be commuted to full pay leave for 10 days.
- (iii) The remaining period, if any, will be treated as dies non.

(4) That he will get continuity of his service with the benefit of his past services, it being understood that he will not be on a further period of probation.

(5) That the notice pay paid to him before termination will be adjusted against the leave salary.

(6) That he will also be eligible as a special case by way of gesture of good-will for reimbursement of medical expenses incurred if any during the intervening period viz. 16-5-75 to 1-3-76, subject to rules in force regarding medical reimbursement.

(7) That the dispute regarding alleged wrongful termination of Sti Namdeo thus stands fully and finally settled.

3. Parties shall bear their own costs.

S. M. N. RAINA, Presiding Officer

Indore, dated the 14th June, 1976.

M.G.P.

[No. L. 29011/123/75/D.III-B]

S.O. 2432.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the Industrial Dispute between the employers in relation to the management of Oil India Limited, Duliajan, and their workmen, which was received by the Central Government on the 2nd July, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 15 of 1974

PARTIES :

Employers in relation to the management of Oil India Limited, Duliajan,

AND

Their Workmen

APPEARANCES :

On behalf of Employers—Sri J. K. Ghosh, Advocate, with Sri A. K. Bhattacharya, Advocate.

On behalf of Workmen—Sri A. B. Roy, Advocate, Sri J. Dutta Gupta, Advocate, and Sri L. K. Pramanik.

STATE : Assam

INDUSTRY : Oil

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour) By their Order No. 25 (9)/68(LR IV), dated 27th January, 1971 referred an Industrial Dispute existing between the management of Oil India, Limited Duliajan and their workmen to the Central Industrial Tribunal at Dibrugarh. Later on by Order No. L-30025(4)/73-LRIV, dated 16-1-1974 of the Government of India, Ministry of Labour, the said dispute was withdrawn from the Tribunal at Dibrugarh and transferred to this Tribunal at Calcutta for adjudication. The said reference reads as :

"Whether the action of the management of Oil India Limited, Duliajan, in dismissing the following thirteen workmen is justified? If not, to what relief are the workmen concerned entitled to from the dates of their dismissal?

Sl. No.	Name of workman	Registered letter
1.	Shri P. M. Dey	8/0145
2.	Shri J. C. Baruah	9/2375
3.	Shri P. C. Sharma	9/1540
4.	Shri D. K. Sharma	9/2216
5.	Shri A. K. Bose	9/0810
6.	Shri Mahatab Singh	9/1319
7.	Shri Mishil Gobain	9/2289
8.	Shri Dharmtshwar Dutta	9/1244
9.	Shri Binod Kumar Roy	9/2335
10.	Shri Narsingloo	9/1339
11.	Shri Bishnupada Das	9/2246
12.	Shri S. K. Basu	9/1597
13.	Shri N. N. Sharma	9/5186

2. The question that falls to be decided in this Reference is whether the dismissal of the 11 workmen (2 of them had already been reinstated to the service) referred to in the Reference by the Oil India Limited, Duliajan during the period from 31-1-1968 to 9-2-1968 was justified on a charge that they incited other workmen during an alleged illegal strike on 17th, 18th and 19th January, 1968 by picketing and telling the workmen to join the said strike at the industrial gates at Duliajan, Moran and Pipe Line at Gauhati, which are the three centres at which Oil India Limited operate producing crude oil.

3. The dismissal of these workmen was effected after a domestic enquiry conducted by the company. Naturally, therefore, the validity of the domestic enquiry was a matter in dispute at the first hearing of the reference before this Tribunal. After a good deal of evidence, both documentary and oral was produced before the Tribunal and after hearing both parties the Tribunal held by its previous Order, dated 1st July, 1976, that the domestic enquiry was not validly conducted and that the dismissal of the workmen was therefore wrong both in law as well as in fact. Since then the company was prepared to adduce fresh evidence in support of the identical charges levelled against each of the workmen. The oral evidence was that WWS 1 to 12 on behalf of the workmen and that of MWs 1 to 26 on behalf of the management. Exts. W-1 to W-84 on behalf of the workmen and Exts. M-1 to M-37 on behalf of the management were also marked and considered. We have to examine the evidence in the light of the points raised for determination. The points for determination are as follows :

1. Whether the domestic enquiry against the workmen is vitiated or invalidated on account of :
 - (a) Violation of any principle of natural justice or unfair labour practice.
 - (b) violation of any provision of Statute, Law or Standing Order or in any other manner known to law.
 2. Whether the disciplinary action is vitiated by victimisation and unfair labour practice against the workmen as alleged.
 3. Whether the finding of the Enquiry Officer in the domestic enquiry is not supported by evidence or it is perverse in any manner.
 4. Whether the order of dismissal is in any manner justified; if not what is the proper order to be passed.
 5. To reliefs, etc.
 6. Whether the charges under Section XIV(2)(xvi) of the Company's Standing Order are proved against the concerned workmen and if so whether they are guilty of the charges.
4. Points 1 and 3 were considered during the preliminary enquiry and conclusion had been arrived at under these points holding that the domestic enquiry was invalid. The other points now arise for determination.

Point No. 2 :

5. The workmen in question were the office bearers and active members of a registered Union called Indian Oil Workers' Union which would be referred to hereinafter as "IOWU". The registration number of that union was 152. There was another union in the same establishment called Assam Petroleum Mazdoor Union which will hereinafter be referred to as "APMU". It is relevant in this connection to point out the evidence of WW-1, the workman No. 3. He stated that the originally the crude oil producing company was Assam Oil Company when there were two unions in that company. One was Assam Oil Company Labour Union and the other was Assam Petroleum Mazdoor Union. The Assam Oil Company Labour Union was a majority union which was then recognised by the Assam Oil Company. Assam Oil Company was integrated with Oil India Limited and formed into one company with effect from 1-1-1961. So the members of the Assam Oil Company Labour Union which continued to be the employees of the Oil India Limited formed a new union on 10-1-1962 and started functioning in the name and style of Indian Oil Workers' Union i.e., IOWU. The Oil India Limited, however, recognised the APMU which started functioning with effect from 18-1-1962. There was rivalry between these two unions. That was the basis of the entire conflict from the very beginning between the management and IOWU. The evidence was conclusive even on the management's side that on the whole there were 3,000 workers under the Oil India Limited. The IOWU claimed that they were a majority union and that APMU was a minority union. The management never cared to consider this conflict and come to a decision though even Government of India was satisfied that IOWU was the majority union. In this regard reference may be made to Ext. W-2 (a) dated 4-10-1966 wherein the Government of India had advised the concerned Ministry to accord recognition to IOWU as that was found to be the majority union. Ext. W-2 dated 6th August, 1966 the Government was under consideration then as to the verification of the membership of the two unions and they advised the Secretary of IOWU to await the result of verification. The Government had taken up the matter of recognition of IOWU as a majority union to the Oil India Limited itself vide Ext. W-4(a). On 13-7-1967 vide Ext. W-4 the Government had written to the Secretary of IOWU that they should take up the matter with the Oil India Limited for recognition of their union. It is also relevant in this regard to point out that IOWU had formulated a charter of demand in respect of their grievances as regards the scale of pay and other amenities. They started with 14 items of demands in the first instance and it was increased to 16 later. This demand was within the knowledge of the Oil India Limited even in 1962. Reference may be made to Exts. W-3, 5, 6, 7, 8, 9, and 10. These 16 point demands were the bone of contention between Oil India Limited on the one hand and their workmen, see Exts. W-21, 22 and 23. In spite of this demand it is admitted case that the Oil India Limited never took the members of IOWU in confidence or had any discussion with them. The Oil India Limited, however, thought it fit to talk over the matter with the rival union APMU and came to an adjustment with them. It is alleged that in 1967 they entered into an agreement with the APMU on the 16 point demands. When there were rival unions it was not open to the Oil India Limited to enter into an agreement with a rival union and even if they did so the agreement arrived at with such a rival union would not be binding on the other union. That agreement with one union will bind only the members of that union and not the other workmen who are members of the rival union has been decided in a case reported in Duplop (India) Limited v Workmen, AIR 1972 Supreme Court 2326. In spite of the alleged one sided settlement the members of IOWU carried on the agitation on the charter of 16 point demands.

6. The IOWU had 1,748 members on its roll in December 1963 vide Ext. W-46 which is attached to Ext. W-1 which shows the number of members of the union when it was sent to the Oil India Limited. IOWU, therefore, had been stating from the very beginning that they formed the majority union. The evidence of WW-1 was not controverted by the management giving any evidence contra as to the total members of the IOWU compared with the total members of the APMU. As a matter of fact, MW-9 admitted in his evidence that Oil India Limited had about 3,000 workmen in their establishment. There was no other evidence in the case to come to the conclusion as to the total number of membership except that of MW-9 on the one hand and that of WW-1 on the other. In the light of evidence of witnesses in the case it has

to be held that IOWU was a majority union from the very beginning. The management however did not recognise the IOWU as a majority union. It was because of the failure on the part of the Oil India Limited that the members of the IOWU had to issue a series of strike notices beginning from 3rd October, 1967 and ending on 27th January, 1968. Ext. W-9 was the strike notice dated 3-10-1967. The reason for this strike was due to the failure of the Oil India Limited in conceding the workmen's 16 point demands as well as their claim for recognition of their union. The strike notice dated 3-10-1967 was taken up for conciliation by the Conciliation Officer, Dibrugarh. In the meanwhile the IOWU had sent another strike notice dated 14-11-67. During the conciliation the management took a very unhelpful attitude towards the demands made by IOWU. Ext. W-13 dated 24th October, 1967 was the failure report of the Conciliation officer in that regard. It was clear from that report that IOWU had recorded its protest for the behaviour of the management in not sitting together with the union representatives on the conciliation table. The management stated that they would not like to sit with the Oil India Workers Union in the course of conciliation as they were members of an unrecognised union. The management also stated that they had already arrived at some agreement with the recognised union in respect of most of the demands made by IOWU. The alleged secret agreement was in utter violation of the provisions of Section 12(3) of the Industrial Disputes Act, 1947. The Labour Commissioner had addressed a letter to both the management as well as the IOWU vide Ext. W-14 proposing for a joint discussion relating to the proposed strike notice dated 14-11-1967 to which the union sent Ext. W-15 reply. The Government of India sent Ext. W-16 reply to IOWU on 25th November, 1967 that they had received the failure report from the Assistant Labour Commissioner, Dibrugarh and that it was under their active consideration (this was in reply to the failure Report Ext. W-13 referred to above).

7. The next strike notice was dated 6-12-1967 (see Ext. W-11 and W-12). Ext. W-55 was Union's copy of that notice. That notice was sent in accordance with law as required by Sections 22(a), (b) and (c) of Industrial Disputes Act, 1947. Whether the notice was proper under Sec. 22(d) is a matter of dispute which would be discussed later. This notice was received by the Assistant Labour Commissioner but no action was taken by him until 6th January, 1968 when a telegram was seen to have been sent both to the union and to the management fixing 8/1/1968 as the date for conciliation. The union however did not cooperate with the said conciliation. They had already sent W-17 letter dated 23-12-1967 stating that they would not await beyond 31st December 1967 for conciliation of the dispute as according to them the management did not take into consideration their 16 point demands which they had already made and which was the subject matter of earlier conciliation that resulted in Ext. W-13 failure report dated 24-10-67. The union had also sent a reply to the telegram dated 6-1-1968. They had set forth the illegal manner in which the conciliation was being held in that letter Ext. W-18 dated 8th January 1968, in which they asserted their right to strike on 17th, 18th and 19th January, 1968 on the basis of their strike notice dated 6-12-1967.

8. The definite case of the union is that the management had been victimising the workmen and making unfair labour practice ever since the very inception of the union. The victimisation has not been defined in the Industrial Disputes Act. There are various types of victimisation, for instance, pressurising the workmen to leave the union or union activities, treating an employee unequally or in an obviously discriminating manner for the particular union activity; or inflicting a grossly monstrous punishment which no rational person would impose upon an employee and some like other instances. In this regard we have to examine in the circumstances of this case whether there has been any victimisation against the members of the IOWU in terms of unfair labour practice against them. The unfair labour practice was defined in Section 28(k) in Chapter IIIB of the Indian Trade Union (Amendment) Act, 1947. However, it is to be noted that the said Act had not been brought into force. Any way, for a fair understanding of the definition of unfair labour practice by an employer a reproduction of Section 28(k) of that Act would be useful and necessary in the case. The following shall be deemed to be unfair labour practice on the part of an employer namely :

(a) to interfere with, restrain or coerce his workmen in the exercise of their rights to organize, form, join or assist a Trade Union and to engage in concerted activities for the purpose of mutual aid or protection ;

(b) to interfere with the formation or administration of any Trade Union or to contribute financial or other support to it;

(c) to discharge, or otherwise discriminate against, any officer of a recognised Trade Union because of his being such officer;

(d) to discharge or otherwise discriminate against any workman because he had made allegations or given evidence in an enquiry or proceeding relating to any matter such as is referred to in sub-section (1) of section 28F;

(e) to fail to comply with the provision of section 28F; Provided that the refusal of an employer to permit his workmen to engage in Trade Union activities during their hours of work shall not be deemed to be an unfair practice on his part."

It may be noted at the very beginning that if a workman is to be charge-sheeted for a gross misconduct whether he is an officer of the union or not if the charge is proved, he will be punished according to law under the terms and conditions of the Standing order. The decision in National Tobacco Company v. Fourth Industrial Tribunal, 1960 (2) L.I.J. 175 has no application to the instant case. The question whether the punishment was the result of a victimisation or employment of unfair labour practice has to be decided in each case on facts and circumstances of that case. Strike was resorted to in this case in pursuance of a charter of demand. It cannot be said that strike on 17th, 18th and 19th January, 1968 came as a surprise or as an independent incident unconnected with the unsatisfactory relationship between the employer and employees in this establishment. The agitation was in the air even in 1962. The 16 point demands raised by IOWU were in the hands of the employer ever since the IOWU came into existence. The Management never discussed these 16 point demands with the union. On the other hand they took into confidence the rival union and they were said to have settled the dispute with them. But even under that settlement it is admitted that all the points raised by the IOWU were not considered and benefit given to the workmen. The evidence also revealed that the management wanted to pressure the members of the union of IOWU to join the rival union. In this regard the evidence of MW-26 may be seen. He stated in cross-examination that, "It was correct that the management had been giving pressure upon the dismissed workmen to give up the Indian Oil Workers Union and join APMU". The evidence on the workmen's side established that the members IOWU had been persuaded, heckled and pressurised from time to time to give up the membership of IOWU and join the rival union APMU. The subsequent conduct of the management was to see that the IOWU was liquidated and that APMU was made the sole union in the establishment. In this regard it is relevant to point out that the management had made some discrimination amongst the dismissed workmen in reinstating 11 out of the 22 dismissed workmen and at the same time denying such reinstatement to the rest of the workmen. In reinstating those workmen the management managed to get some letters from the dismissed workmen. They are marked as Ext. M-30 and M-30(a) to M-30(l). In those letters it is stated that the workmen had tendered apology for joining strike and also had undertaken that they resented from the IOWU and joined the rival union. The wording in each of these letters is to the following effect:

"I beg to express my regret for taking leading part in the strike being misguided by leadership. I further declare that I have severed all connections with the Indian Oil Workers' Union and also make this commitment that I shall never associate myself with any activity of the Indian Oil Workers' Union in future."

I make this humble appeal to you to kindly apologise me and reinstate me in Company's employment in my original position....."

It was on the basis of this undertaking by the 11 of the 22 workmen that the management had reinstated them after they were dismissed from service. The discriminatory part on the side of the management can be seen from the treatment they meted out to the 11 workmen who are on record now. They had also sent Exts. W-67, 68 and 69 letters to the management tendering apology and also agreeing to join the APMU after tendering his resignation of the membership of the IOWU. For reasons not known their apologies had not been taken into consideration though in the first stage they also agreed to take them back. Exts. W-71 and W-75 would indicate that the workmen had repeated their request to the company even after the other workmen had been reinstated. The management had followed a pick and choose policy in reinstating some and not reinstating others though the condition of reinstatement was more or less the same. The management had no explanation why they wrote W-65 letters dated 13-11-70 wherein reference was made of Exts. W-68 and W-69 agreeing to consider the claims of those dismissed workmen who are now on record and afterwards changing their attitude towards them. The idea behind the discrimination was to pressurise the members of IOWU to join the rival union. That was an encroachment on the activities of the union. The management compelled the members of IOWU to resign membership and join the rival union. The members who were not reinstated included the Vice-President, Secretary, Treasurer and Executive members of IOWU. They were made victims of tactics and ill treatment in as much as when the domestic enquiry was conducted by the management in respect of the charges levelled against the workmen, the members of the rival union were examined as witnesses to prove those charges. The victimisation idea was started beginning from 1-1-1962 and continued even after the workmen were dismissed from service.

9. It is also relevant to point out the management did not comply with the provisions of Sec. 33(1)(b) after the workmen were dismissed from service. The establishment being a public utility service the management should have filed applications against these workmen under Section 33(1)(b). It has already been pointed out in the previous order that the conciliation proceeding was pending before the Assistant Labour Commissioner, Dibrugarh when the dismissal order was passed. No further comment is necessary on that question at this stage. It is sufficient to say that the dismissal order was hit by Section 33 of the Industrial Disputes Act, 1947. The Assistant Labour Commissioner received the strike notice on 30-1-1968 and the dismissal order was between 31-1-68 and 9-2-1968. It was therefore incumbent on the management to file an application under Sec. 33(1)(b) of the Act referred to above for approval of the dismissal order. It was true that they filed one application against one of the workmen concerned in the case but have never filed application in respect of the rest of the workmen. If such an application had been filed the concerned Tribunal would not have given approval in respect of the dismissal order. It was found that the management had violated the provisions of Section 33(1)(b). It was also found that the order of dismissal was patently ineffective in as much as it was passed by an incompetent officer. In this respect also a finding had been arrived at in my previous Order dated 1-7-1976. On this ground also if an application under Section 33(1)(b) had been filed by the management it would have been dismissed. It is apparent that the failure on the part of the management to file the application under the provisions of the above section caused obstruction to the adjudication process as much as the workmen lost an opportunity to question the dismissal order. This was also an act of victimisation on the part of the management. Taking into consideration these circumstances it is legitimate to hold that even the order of dismissal passed in this case is so excessive that by itself is an act of victimisation. The victimisation had been practised by the management from the beginning to the end and as such I hold that the order of dismissal was as a result of victimisation of the members of IOWU and also as a result of unfair labour practice.

Point No. (iv) :

10. The management's case is that the strike held on 17th, 18th and 19th January, 1968 was illegal as the strike was not in strict compliance with the provisions of Section 20 read with Section 22 of the Act. Section 22 prohibits strikes and lockouts. There is no dispute that the strike was not illegal on account of the failure to comply with the provisions of clauses (a), (b) and (c) of Sec. 22(1) of the Act. The dispute is regarding the provisions which contain in clause (d) of Section 22(1). The clause (d) prohibits strike

during the pendency of a conciliation proceeding before a Conciliation Officer and 7 days after the conclusion of such proceeding. Section 20(1) states that a conciliation proceeding shall be deemed to have commenced on the date on which a notice of strike or lock-out under Section 22 is received by the conciliation officer. Sub-section (2) of Section 20 provides that the conciliation proceeding shall be deemed to have concluded

(a) ***

(b) where no settlement is arrived at, when the report of the conciliation officer is received by the appropriate Government....."

It may be noted that the first strike notice Ext. W-9 was dated 3-10-67 and the failure report thereon were Ext. W-13 dated 24-10-67. The second strike notice Ext. M-27 dated 6th December, 1967 was seen to have been received by the Conciliation Officer on 11-12-1967. But he was said to have sent a telegram on 6-1-68 calling upon the parties to appear before him for conciliation on 8-1-1968. The conciliation ended in a failure. So a failure report was sent on 11-1-68 which was received by the appropriate authority on 19-1-68 vide Ext. M-26. It is contended that the strike notice and the subsequent strike which took place on 17th, 18th and 19th of January, 1968 would come within the mischief of Sec. 20(2)(b) read with Section 22(1)(d). It is clear from the Ext. W-13 dated 24-10-67 that the conciliation was in respect of 16 point demands made by the workmen. There was a finality in that conciliation and the management was not prepared to concede to the demands and they were not prepared to sit at the same table to discuss the points with the members of IOWU. There was no purpose served, therefore, for conducting a conciliation again on the basis of Ext. M-27 strike notice dated 6th December, 1967. In this connection it may be noted that when a conciliation proceeding has come to an end on account of settlement between the parties before the Conciliation officer, a second conciliation on the same subject matter is no longer necessary or proper. This is the view expressed in 1956 ILR 319. Similarly, once the identical question had been discussed and a failure report had been sent by the Conciliation Officer to the appropriate authority, there was no point for the parties to meet again and conduct a conciliation proceeding on the basis of the second strike notice. Ext. M-27 strike notice appears to be superfluous in the circumstances of the case. In this regard it is relevant to point out the attitude of the management towards the strike as well as conciliation proceedings. In Ext. M-29 the failure report dated 11th January, 1968 the management was reported to have submitted before the Conciliation officer that all the items of demands in the union's letter dated 6-12-1967 were more or less the same as in the strike notice dated 3-10-67 on which conciliation proceeding had already been held by the Conciliation Officer and the representations submitted. They reiterated before the Conciliation Officer that almost all the demands in the charter of union were of general nature and were raised by the recognised union APMU over which mutual discussions had already take place. They stated further that agreement had been reached almost on all the demands with the recognised union. This is an indication to show even according to the management there had been a settlement between the rival union and the management. If there was a settlement as contended by the management no useful purpose would have been served for the parties to sit on another conciliation on 8-1-68. The alleged conciliation on 8-1-68 was superfluous and unnecessary for the purpose of the case. The IOWU did not make any special or excess demand on the basis of their Ext. M-27 strike notice dated 6-12-67. The demands were the same. So there was no necessity for a second conciliation. As a matter of fact the members of IOWU did not cooperate with the Conciliation officer and they protested against the conciliation proceeding dated 8-1-68. They wrote to the Conciliation officer separately as well as to the management that they would not sit at the conciliation proceeding after 31-12-67 as the failure report Ext. W-13 was pending before the Government for appropriate action. It is also relevant to point out that the Conciliation Officer in spite of receipt of Ext. M-27 strike notice on 6-12-67 did not take any step to convene a conciliation meeting earlier. Rule 9 of the Industrial Disputes (Central) Rules, 1957 provides that the Conciliation Officer on receipt of a strike notice shall forthwith arrange to interview both the employer and the workmen concerned with the dispute at such place and at such time as he may deem fit and shall endeavour to bring about a settlement of the dispute in question. Rule 10A provides that the employer or the party

representing workmen involved in an industrial dispute shall forward a statement setting forth the specific matters in dispute to the Conciliation Officer concerned whenever his intervention in the dispute is required. Rule 11 provides that the Conciliation Officer may hold a meeting of the representatives of both parties jointly or of each party separately. Rule 12 provides that the Conciliation Officer shall conduct the proceedings expeditiously and in such manner as he may deem fit. None of these provisions had been complied with by the Conciliation Officer in the alleged conciliation meeting dated 8-1-68. The delay for the conciliation from 11-12-67 to 8-1-68 had not been explained. It is apparent from the facts and circumstances in the case that the Conciliation Officer wanted to delay the matter purposely with a view to fit in the conciliation proceeding during the period of strike which was to be held between 17th and 19th January, 1968. Sub-section (6) of Section 12 of the Act provides that a report under the Section shall be submitted within fourteen days of the commencement of the conciliation proceedings or within such shorter period as may be fixed by the appropriate Government (Provided that the time for the submission of the report may be extended by such period as may be agreed upon in writing by all the parties to the dispute). Though the period of 14 days specified in sub-section (6) is flexible still in the circumstances of his case it would appear that the conciliation was held on 8-1-68 and the failure report was sent on 11-1-68 to bring the period of conciliation ending with 19th January, 1968 which is the last date of strike. It may be noted that under Sec. 22(d) the period of 7 days had been granted after conclusion of conciliation proceedings to enable the workmen to commence the strike. It is for the purpose of bringing the failure report within the period of 7 days mentioned in Section 22(d) that the failure report was sought to be sent on 11-1-68 so that it may be received by the appropriate authority on or before 19-1-68. Ext. M-26 is the acknowledgement of the failure report by the competent authority on 19-1-68. Ext. M-26 had not been proved in accordance with law. Ext. M-26 was seen to have been received by the Labour Enforcement Officer (C), Dibrugarh. So the management got a copy from him. Whether it was true copy and whether the date of the receipt shown as 19-1-68 could be accepted should have been proved by better evidence. There was no clear proof on this question. It could be stated that the failure report was so despatched so that the date of acknowledgement by the Government fell within the period of the strike. In so doing 7 days grace period mentioned in Sub-section 22(1)(d) had also been complied with thereby terminating the period ending with 19th January, 1968. The above circumstance is another ground for holding the conciliation proceeding dated 8-1-68 was a nullity and it was not effective. If the conciliation proceeding dated 8-1-68 is a nullity it follows that the strike called as per Ext. M-27 is not hit by the provisions of Section 22(1)(a) to (d) read with Section 22(2)(b). So the strike held on 17th, 18th and 19th January, 1968 cannot said to be illegal.

11. The illegality and justifiability of the strike cannot go together. If a strike is illegal it cannot on any account be justified. But the justifiability of the strike depends upon the facts of each case. In this case it can be held that the strike was justified in the circumstances of the case. The workmen had sent the strike notice on 3-10-67 as well as on 6-12-1968 and the strike was to be held on 17th, 18th and 19th January, 1968. They had made 16 point demands which they place before the management as early as in 1962. The management did not take any action. The only answer to the 16 point demands was that they had settled the dispute with a rival union. I have already stated that the settlement of a dispute with one union would not bind the members of a rival union. It is incumbent upon the management to settle the dispute with the IOWU when they made the 16 point demands. The strike was therefore legitimate and it can be justified by taking into consideration all the circumstances of the case as the strike in the instant case had been declared as a weapon to fight for their just demands.

Point (v) :

12. The charge against the workmen is under clause XIV(2)(xvi) of the Company's Standing Order, which is marked as Ext. M-35. The sub-clause for the purpose of this case reads "inciting others to strike work in contravention of the provisions of any law, or rule having force of law". Having found that the strike was legal the question does not arise whether the workmen incited others for an illegal strike. It

is necessary to record a finding on the point as if the strike was illegal. So, I will answer this point on the basis that the strike was illegal.

13. The charge framed against each of these workmen is identical. So, one of the charge against a workman can be furnished below. It reads:

"You, Regd. No. are charged under Section XIV(2)(xvi) of the Company's Standing Orders with having between 5 a.m. and 9 a.m. during the period 17th to 19th January, 1968 committed the following offence in that you took a leading part in inciting the workman to resort to an illegal and unjustified strike by picketing at the Industrial Area gate and by asking the willing workmen not to report to duty."

The wording of the charge is same in the case of every workman involved in the case. It may however be stated that the workmen Nos. 1, 2, 3, 4, 5, 7, 8 and 10 were said to have committed the misconduct at the Industrial gate, Duliajan, while no. 12 workman committed the misconduct at the Industrial gate at Moran and No. 13 workman at Pipeline at Gauhati. The strike at Moran and Pipeline was only on 18th and 19th January where as at the Industrial gate at Duliajan it was on 17th, 18th and 19th January, 1968. The MWs 9 and 16 gave evidence against workman no. 1. MWs 23, 24 and 25 gave evidence against workman no. 2. MWs 10, 17 and 20 gave evidence against workman no. 3. MWs 1, 14 and 17 gave evidence against workman no. 4. MWs 15 and 17 gave evidence against workman no. 5. MWs 21 and 22 gave evidence against workman no. 7; MWs 23, 24 and 25 against workman no. 8; MWs 23, 24 and 25 against workman no. 10; MWs 23, 24 and 25 against workman no. 11; MWs 12 and 13 against workman no. 12 and MWs 18 and 19 gave evidence against workman no. 13. MW 26 gave evidence against all the workmen who struck work at the Industrial Gate at Duliajan. The workmen examined as WWs 1 to 11 respectively gave evidence denying the incident. WW 12 was another witness for the workman. He stated that none of the workmen was present at the Industrial gate, Duliajan on the dates of strike. It may be mentioned that except MW-26 the rest of the witnesses who were called in as MWs 9 to 25 were Officers of the Company on the relevant dates. During the domestic enquiry the members of the rival union were examined as witnesses. But at the time of enquiry before the Tribunal none of those witnesses had been called in as witnesses except one and the rest were the officers of the company. They had no record before them to give evidence in the case. They could speak only from their memory of the incident which took place 9 years ago. It is strange that these officers were able to identify the particular workman and not others. After the incident no report was seen to have been made to the authorities about the incident showing the persons involved in the case. The workmen were not called upon to explain their conduct. No opportunity was given to them to state as to whether they incited workmen or the nature of their incitement at the time of occurrence. The charges were framed and handed over to the workmen on 20th January, 1968. It may be stated before going into the merits of the evidence that the charges as it stands does not prove any incitement as such. In this regard reference may be made to a decision quoted in the case of Rajasthan State Transport Corporation Vs. Judge, Industrial Tribunal, Rajasthan 1974 II L.J. 328. That decision deals with as to what construed 'incitement'. In another decision State of Bihar v. Ramen Nath and others, 1958 A.I.R., Patna, 259, the instigation and incitement have been explained. It reads:

"The words 'instigates' and 'incites' should be read to signify something deeper than a mere asking of a person to do a particular act. There must be something in the nature of solicitation to constitute incitement or instigation under Sec. 27 of the Industrial Disputes Act. The words seem to convey the meaning 'to goad or urge forward or to provoke or encourage the doing of an act'. It is sometimes, difficult to bring out the exact meaning of words which, by themselves, are as expressive and precise and, not unoften, in trying to interpret such words, we are faced with the danger of using words, which on close scrutiny, may not carry the same sense."

In Aditya Mills Ltd., Madanganj v. Ram Dayan, 1972 R.I.W. 478, a Bench of Patna High Court discussed the meaning of the word 'incites or instigates'. It was held that

the ingredients of the word 'instigates' or 'incites' apparently are something more than mere asking a person to do a particular act. For stimulating action words must come from a person who exercises some kind of influence over his audience. So, incitement and instigation should be read to signify something more than mere asking a person to do a particular act. For stimulating action words must come from a person who exercises some kind of influence over his audience. The charges as levelled against the workmen by themselves may not indicate that there had been any incitement to an illegal strike. The charges indicate that the workmen picketed or that they used plain words to their co-workers not to attend to their duty or strike work. These wordings in the charge do not constitute incitement or instigation. If the charges do not indicate the words or mode of incitement or instigation it would be difficult for the management to hold that the workmen would be guilty of a charge under clauses (XIV(2)(xvi) of the Standing order. It may also be noted that the charge does not contain a statement that the establishment was a public utility service and therefore it would come under Section 22, 23 and 24 of the Industrial Disputes Act. The workmen had no notice that they had contravened the provisions of these sections inasmuch as there was no indication that the establishment was a public utility service. The workmen should have given notice of the entire circumstance which led to the definition of incitement or instigation. Without the materials being placed in the charge it is not proper for the management to lead evidence in the case against the workmen. They must be told as to what they should answer in respect of the charge levelled against them. Without materials being placed in proper form in the charge itself is not worthwhile for the management to proceed against the workmen on the basis of the instant charge levelled against them. Evidence of the management witnesses indicated details of the circumstances under which the workmen were said to have incited the co-workers: I have to state in the first instance, therefore, that the charge is defective and on the basis of the charge no case of incitement or instigation could be made out against the workmen. On that very ground the charge will fail and the workmen shall not be held guilty on the basis of the charge.

14. On merits I have to quote the evidence of one of the witnesses in support of the management's case that there had been incitement to workmen. I will take the evidence of MW-9. He stated :

"I saw 200 to 300 people collected at the gate and out of which about 40 people were in red caps and were trying to stop people from entering the industrial area gate by picketing, by inciting and by shouting slogans."

MW-11 stated :

"We saw some people were picketing and inciting other workers not to go to work, shouting slogans....He was taking a very leading part by shouting slogans, by picketing and by instigating others not to go to work. He instigated by saying that the 16 points charter of demand was turned down earlier by the company and that was the last chance for them and they must unitedly strike and make the strike successful so that they can get their demands fulfilled. I think he was also saying that the strike was very successful at Moran and Pipe line and they should also make the strike successful. As a result of that talk some people listened to him and some of those people went out."

This is the nature of evidence of all the management's witnesses. The learned Counsel of the management stated that the evidence of all these witnesses has not been denied by the workmen. This submission by the learned Counsel was correct. No. 3 workman, WW1 stated as follows :

"None of the workmen involved in this case took any leading part in inciting people to strike or picketing or asking people to join the strike. I also did not do so. This was done as per the decision taken at the general meeting on 8th January, 1968. It is not a fact that we ever brought down people from the Bus during the strike. A first class Magistrate was posted and police were patrolling. At the installation gate there was Police. The name of the Magistrate was Sri B. N. Sharma. There was police pat-

rol on the Industrial gate also. The entire area including the housing area was cordoned by the Police during the strike."

WW-2 the 5th workman stated :

"About 1500 to 2000 workmen went on strike and along with them I was also a striker. Excepting participating in the strike all other charges mentioned in the chargesheet I deny."

WW-3 workman No. 1 stated :

"I was bound to join the strike as I was a member of the union. The strike was fully peaceful. I never incited anybody to go on strike. I did not hold picketing at the Industrial gate nor did I obstruct the willing workers to go on for duty. We did not receive any notice either during the strike or before the strike from the company stating that the said strike was illegal."

WW-4 workman No. 12 stated :

"I agree that I joined the strike held on 17th 18th and 19th January, 1968 but I totally disagree the other charges mentioned in the chargesheet."

WW-5 workman No. 2 stated :

"I admit that I joined the strike but I do not agree that the strike was illegal. The question of inciting the workmen and picketing at the gate does not arise at all. All my grievances have been stated in the two letters mentioned above and in my statement before the Enquiry Officer."

WW-6 workman No. 10 stated :

"The charges levelled against me that I joined an illegal strike, picketed at the industrial gate, incited the workmen not to join duty, etc. are not true."

WW-7 workman No. 8 stated :

"The charges levelled against me in the chargesheet are not correct. Whatever I want to say against the chargesheet in my defence can be seen from the two letters mentioned above and from my statement before the Enquiry Officer."

WW-8 workman No. 11 stated :

"I joined the strike according to the decision of the Union. The strike was totally peaceful on all the days. I did not incite the workmen to go on strike. I did not picket at the Industrial gate nor did I obstruct the willing worker who wanted to join duty. On 19th January, 1968 there was another meeting held. In that meeting we decided that we held a peaceful strike. On 20th January, 1968 I went to joint duty. About 2000 worker joined the strike."

WW-9 workman No. 4 stated :

".....decided to go on strike from 17th January, 1968. Before that we held another meeting on 8-1-68. In that meeting it was decided that if the Government or the Company did not take any action we would go on strike from 17-1-68. We also decided that the strike would go on 17th, 18th and 19th. The strike was held on those days and the strike was fully peaceful. As per the decision of the union I had to join the strike and I did not go to duty. I did not incite the workmen on the days of strike not to go on for duty nor did I picket anywhere nor I obstructed anybody."

WW-11 workman No. 13 stated :

"I called a general meeting of union and decided to go on strike from 17th January, 1968 and actually we went on strike from 17th. A branch of the union is situated at the Pipe Line branch at Nunmati Gauhati and there the strike was held on 18th and 19th January, 1968. We could not really hold the strike on 17th before the cause of some anomalies. The strike was very peaceful. During strike I was at Gauhati. I never excited any workman for the strike. There is also an Industrial Gate at Nunmati

and the worker were sitting about 2 furlong away from the Industrial Gate."

WW-12 gave evidence that these workmen were not present at the industrial gate on the dates of the strike. Denial is not of persons, but it shall be the denial of the incident.

15. There were about 3000 workmen in the Company. More than 2000 workmen joined the strike. This evidence of the workmen had not been controverted. The management was asked in the very beginning by the workmen to produce the attendance register for ascertaining as to the number of persons who went on strike. The number could have been ascertained through the attendance register. The management never cared to produce the attendance register for the relevant period. The evidence of all the witnesses showed 300 to 400 people gathered at the industrial gate and that out of them 30 to 40 persons took leading part. Out of those 30 to 40 persons the company had picked up 22 persons for chargesheeting. Though 22 persons were chargesheeted, the management thought it fit to reinstate 11 of those workmen. The direction was that those workmen must resign from IOWU and join APMU. The workmen Nos. 2, 5, 8 and 12 had apologised and had volunteered to join APMU. The company in the first instance agreed to their request but later it was turned down. Discrimination was patently shown to the workmen. Any way, the evidence sought to be established against the workmen concerned in the reference does not lead to the conclusion that they had incited other workmen to join the strike. The place of the incident is at the Industrial area gate, Duliajan and time was between 5 a.m. to 9 a.m. on 17th to 19th January, 1968. The gate lies by the side of public high way over which people pass by and vehicles ply through day and night. There are also foot-paths by the side of the high way for easy passage of persons by leaving the main gate open for running of various types of vehicles. There is a police station just across the right in front of the industrial gate. There is also a canteen open to all persons. The strike was not a secret affair. Wide publicity was given to it. Notice of the strike had been given earlier. Meetings were held by the workmen on 8-1-68 and 16-1-68 when hundreds of workmen collected at the meeting. The industry concerned is a public utility service for production and distribution of crude oil. The industry is very much in the lime light both at the central and the state government level. Police must be specially deputed to maintain law and order during the strike. Even the management's witnesses had conceded that police was moving about the place. A magistrate, Sri B. N. Sharma was specially deputed to watch and control the situation. This was revealed from the evidence of MW-14. The public was interested at the outcome of the strike. But the management has chosen to examine only their officers who are interested witnesses. These witnesses had one way or the other something to do with the strike and framing of charges against the workmen. They were the real persons interested in seeing that the strike did not succeed. There was no reason in the circumstances for the management not to have examined independent witnesses in the case. They chose to examine the members of the rival union during the domestic enquiry. Their evidence was found ineffective and improper. Finding that their evidence could not be sustained the management thought it fit to examine the officers as their witnesses during the enquiry before the Tribunal. There was nothing on record for these officers to refresh their memory as to how the incident took place or as to the persons they could identify. The evidence also does not reveal as to the alleged incitement or instigation he refused to work on the strike days or that he joined the strike. The management's witnesses are part and parcel of the management itself. They had sympathy for the rival union. There was evidence to establish that there was collusion between the members of APMU and the officers. If independent witnesses had been examined in the case there could not have been anything to be said against that evidence.

16. The evidence against workman No. 1 was that he stated at the industrial gate that the workmen at Pipe line had joined strike and workmen at Duliajan should not join duty. As a result of his statement someone went inside the gate and some remained standing. There was no indication as to the persons who went inside or those who remained outside the gate. The evidence was not conclusive to prove any incitement. Against workman No. 3 the evidence was that he was asking the workmen not to go to duty. He also announced that at Moran and Pipeline workmen did not go to duty and the strike was successful. The management's witness stated that he was stretching hands and saying that

strike was successful at Moran and Pipeline and that they should also make the strike successful there. There was contradiction between witnesses MWs 10, 17 and 20. All of them did not say that the workman in question stretched his hands. Stretching of hands by the workmen concerned appeared to be an after thought. None of them stated as to the name or identity of the persons who became a victim of the incitement by workman No. 3.

Workman No. 4 was said to have incited other workmen not to go to duty. The evidence against him was not conclusive to prove incitement. He was alleged to have picketed and spoken in loud-speaker that strike was successful in Moran and Pipeline at Gauhati. There was no indication as to the persons who became a victim of his incitement. Workman No. 7 was implicated on the ground that he announced through the microphone that all workers should refrain from going to work as the workmen at Pipeline was also on strike on that day. There was no indication whether he had done anything further at the spot. No case of wrongful restrain was proved against him. The strike was admittedly peaceful and non-violent. As against workman No. 11 same allegation of his talking through microphone was alleged. He was said to have cried out. Brothers do not go to duty. Strike was successful from here to Barauni." There was also no case that he was obstructing. The management's witness did not find anything wrong in him except that he stated those words in an agitated manner. One witness stated against him that he sought Police help for the workmen to enter industrial gate for joining duty. At the same time he stated that he reported to police about these incidents but police did not record his report or take any action.

As against workman No. 13 there was no allegation of any sort of incitement when witnesses were examined before the domestic enquiry. But before the Tribunal witness Nos. MW-18 and 19 were examined against him. One of them stated that the workman took active part by asking other workmen not to go to work. There was no mention at all as to the persons whom he addressed and against whom he was stretching his hands. Similar evidence had been given against other workmen Nos. 2, 5, 8, 10 and 12, but the said evidence does not indicate there was incitement or instigation.

17. It is clear from the evidence on the management's side that their main idea behind the chargesheet and dismissal was to get rid of these workmen who were office-bearers and active members of IOWU. The management also used intimidation in chargesheeting and punishing the workmen. It was to flout their legitimate demands as made out in 16 point charter of demand by IOWU. The management also availed of the voluntary services of the rival union APMU in this move. The management was not correct in not bringing in any independent persons including the police and the Magistrate who were deputed for the purpose to meet any untoward situation, as witnesses in this case. On a careful analysis of the evidence on record I find it is highly interested apart from being discripant from one witness to another; there is absolutely no basis to hold that the workmen committed any of the acts as charged against them. In the light of evidence of the workmen themselves and their witnesses WW-12, the conclusion is irresistible that the charge against the workmen is not proved under clause (XIV)(2)(xvi) of the Standing Orders. It follows therefore that the workmen are not guilty of the charge.

Point Nos. (vi & vii)

18. After recording finding under Points Nos. (ii), (iv) and (v) against the management, it is necessary to state that the dismissal of workmen is not valid. But the Learned Counsels appearing for the workmen argued that dismissal was invalid in the very inception on two grounds; firstly, on the ground that the management did not file application under Section 33(1)(b) of the Industrial Disputes Act, 1947 for approval of their action. On account of the failure of the management to comply with these requirements it is argued that the workmen were deemed to have been in service with effect from the date of dismissal and that they would continue to be in service irrespective of the question whether a subsequent dismissal order is to be passed or not. I do not think that the argument of the Learned Counsels can be accepted in this case. If an order of dismissal is to be passed by the management after a domestic enquiry against the workmen an approval or permission of dismissal order is to be passed by a Tribunal under Section 33 of the Act, it will not bring industrial dispute to a termination. It is only by an adjudication under Section 10 in respect of an industrial dispute that the

question can finally and successfully be settled between the parties. So, any order passed by the management in dismissing the workmen after a domestic enquiry even if the order is unsustainable in law and fact would not be regarded as final and conclusive of the industrial dispute between the parties. It is in this regard reference has to be made to a decision of the Supreme Court in the case between the Hindustan General Electrical Corporation Ltd. and Bishwanath Prasad & another, 1971 II LLJ p. 340. That decision makes the following observations :

"Sections 33 and 33A do not lend themselves to the construction that as soon as the Labour Court or Tribunal finds that there has been a violation of S. 33 it should award reinstatement. It must go through the proceedings which would have to be taken under S. 10 and it would be the duty of the Labour Court to examine the merits of the case in the light of the principles enunciated in the Indian Iron and Steel Co.'s case (1958) S.C.R. 667.

It has not been alleged in this case that any conciliation proceedings were pending before a Labour Court, Tribunal or National Tribunal as envisaged in S. 33A. Assuming that there was a conciliation proceedings before a Labour Officer, S. 33A would not be attracted. In any event it would be open to the complaining workman to take exception to the conduct of the management in ignoring the provisions of S. 33(2)(b).

The contention of the workman that disregard of a ban imposed by S. 33 of the Act would render the employer's action of dismissal void and inoperative was rejected by this Court and the reason for enactment of S. 33A was explained in *The Punjab National Bank Ltd. v. Its Workmen*, (1960) I S.C.R. 806."

In the light of the above decision and many other decisions of the Supreme Court it is clear that the management has the right to adduce fresh evidence whether it is under Section 10 of the Act or under Section 33 of the Act in respect of the charge framed against the workman if a domestic enquiry is found ineffective or even if there was no such enquiry held by the management. But that does not mean that the management should by-pass the provisions of Section 33 altogether. The decision reported in the judgment of *Tata Iron & Steel Co. Ltd. v. Singh*, 1965 II LLJ, 122 enjoins a management to file an application if Section 33 of the Act applies to the case. He has no choice to withhold an application for approval or permission as the case may be. In an earlier decision reported in *Punjab National Bank Ltd. v. Their Employees*, 1953 I LLJ 733 held that dismissal of workmen without the compliance of Section 33 in case Section 33 applies to the facts of the case, the dismissal is illegal. In another decision reported in *Mysore Machinery Manufactures Ltd. v. Assistant Commissioners of Labour and Conciliation Officer*, 1965 III LLJ, p. 353 stated that an earlier dismissal order passed by the management and revoked it later and then complying with the provisions of Section 33(2)(b) will make the earlier order illegal and such a dismissal would be inoperative; that is to say that if an order passed by a management is found to be illegal no reliance can be placed on that order and as such the management cannot take advantage on the fact that the effect of such order will not enure to the benefit of the workmen. In the light of these reasoning it is clear beyond doubt that the dismissal of the workmen effected between 31st January, 1968 and 9th February, 1968 was ineffective and inoperative. The effect of such an ineffective dismissal will enable the workmen to claim back wages during the period of their unemployment. In that view of the matter the workmen would be entitled to claim wages from the date of dismissal until they are reinstated to their former post which they held at the time of dismissal. This is the line of reasoning adopted in the reported decision in *Anglo-Indian Jute Mills Co. Ltd. and Authority Under Payment of Wages Act and others*, 1976 (33) P.L.R., p. 85. On the basis of this decision it can be said that the workmen in this case would be entitled to their wages during their unemployment period. Apart from that no benefit enure to the workmen as it is incumbent upon the management to take fresh evidence as against the workmen under the charges framed by the management and examine whether the charges have been proved or not. In case the charges are proved it is open to the Tribunal to pass appropriate order of punishment. The right of the tribunal in this regard cannot therefore be questioned. Accordingly, I find that the action of the management in dismissing the concerned workmen is not justified.

19. The next point that has to be decided is the nature of relief to be given to the workmen. I do not find any reason to refuse reinstatement to the workmen. They have been dismissed from service on invalid ground. I have also found that victimisation and unfair labour practice have played an important part in the whole process of the enquiry and dismissal of the workmen. The workmen will therefore be entitled to reinstatement to the posts which they held at the time of their dismissal.

20. Regarding back wages, apart from the decision which I have quoted, it has to be stated that the workmen made approaches to Tribunals and Courts before the Reference was made to this Tribunal for seeking relief one way or the other. They had been wrongfully advised to approach Tribunals and Courts to seek their remedy against the management. It is on account of their own inactivity that much time was spent before the reference was made to the Tribunal for adjudication. I find therefore the workmen are not entitled to back-wages before the reference was made. They will however be entitled to back wages with effect from 27-1-1971 which is the date of reference. The claim for back wages shall be fixed at the rate of total emoluments which each workman received by way of salary per month at the time of their dismissal. They will not be entitled to any increment pay or additional dearness allowance which came into force later. They will be given only the salary at the rate at which they drew the same from the management at the time of dismissal as pointed out above. However, they will get the continuity of service in respect of their unemployed period. I have examined the evidence of the workmen whether they were employed or not during the period when they were out of service. There is little evidence to hold that the workmen had profitably and properly employed. The management did not give any counter evidence. Taking into consideration the period for which the back wages is disallowed due to the inactivity of the workmen before the reference was made, I do not think that it is just and proper that the workmen are denied back wages for any period after the reference was made. So, the workmen will be entitled to back wages at the rates specified from 27-1-1971.

21. In the result, in view of the appeal pending in the High Court at Calcutta against workmen Nos. 2, 5, 8, 10 and 12 having been dismissed and a copy of the judgment communicated to this Tribunal, an Award is passed in favour of workmen Nos. 1 to 5, 7, 8, and 10 to 13 in the light of conclusion arrived at above directing the Oil India Limited, Duliaganj to reinstate these workmen forthwith with continuity of service on payment of back wages from 27-1-1971 at the rates specified above.

E. K. MOIDU, Presiding Officer

Dated, Calcutta,

The 28th June, 1977.

[No. L-30025(4)/73-LRIV]

S.O. 2433.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Indore, in the industrial dispute between the employers in relation to the management of Diamond Mining Project, Ramkheria Mine, Panna and their workman (Shri Mahadeo), which was received by the Central Government on the 1st July, 1977.

IN THE INDUSTRIAL TRIBUNAL, MADHYA PRADESH, INDORE

Reference No. 1/LT./1976

BETWEEN

The Management of Diamond Mining Project, Ramkheria Mine, Panna of National Mineral Development Corporation Limited, Panna.....First-party.

AND

Sri Mahadeo, Ex-Heavy Vehicle Driver/Dumper Operator of Ramkheria Mines, Panna.....Second-party.

In the matter of a reference u/s. 10(1)(d) of the Industrial Disputes Act, 1947.

AWARD

By order dated 28th February, 1976 the Government of India referred the Industrial Dispute between the employers in relation to the management of Diamond Mining Project, Ramkheria Mine, Panna of National Mineral Development Corporation, Ltd., Panna and their workman (Shri Mahadeo) in respect of the following matter for adjudication to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Diamond Mining Project, Ramkheria Mine, Panna of National Mineral Development Corporation, Panna, Post Office Panna (Madhya Pradesh) in terminating the services of Sri Mahadeo, Formerly Heavy Vehicle Driver/Dumper Operator of Ramkheria Mines with effect from 31-10-1974 is justified ? If not, to what relief is the said workman entitled ?"

2. While the reference was pending for adjudication before this Tribunal an application along with a compromise signed by the parties was filed by the counsel for the Management. The matter was referred to the Presiding Officer, Labour Court No. 1, Jabalpur for verification of the signature of the workman concerned on the compromise (Ex. P/1). Shri Shukla, after examining Shri Mahadeo on oath, has submitted a report that the compromise was duly signed by Shri Mahadeo and that the portions marked 'A to 'A' on Ex. P/1 bear his signature. It is, therefore, clear that a compromise between the parties in accordance with the terms specified in Ex. P/1 has been arrived at in regard to the dispute in question and the same has been duly signed by the workman as well as by the Personnel Officer on behalf of the Management. The terms of the compromise are lawful and fully dispose of the industrial dispute referred to this Tribunal for adjudication. I, therefore, consider it proper to give an award in terms of the compromise. Accordingly I give the award as follows :—

- (1) That Shri Mahadeo will be taken back to duty as Heavy Vehicle Driver/Dumper Operator w.e.f. 1-5-1976 (F.N.) in the pay scale of Rs. 250-8-298-10-358 with an initial pay of Rs. 291 per month which he was drawing at the time of suspension.
- (2) That he will be posted to Mejbgawan/Ramkheria Mine as Heavy Vehicle Driver/Dumper Operator, the same post he was holding prior to his suspension.
- (3) The period from 1st November, 1974 to November 10, 1975 (from the date of termination to the date of judgment in the court of CJM) may be treated as absence, and Shri Mahadeo will not be paid anything for this period.
- (4) The intervening period from 11th November, 1975 to 30-4-1976 the date of his reinstatement, may be regularised as under :—
 - (i) He will be granted earned leave on full pay to the extent he is entitled.
 - (ii) He will be granted commuted leave on full pay to the extent he is entitled.
 - (iii) The remaining period, if any, will be treated as *dies non*.

- (5) He has a credit of 180 days half-pay leave and 59 days earned leave on full pay and this would sufficiently cover the above period from 11th Nov. 1975 to 30-4-1976.
- (6) That he will get continuity of his service with the benefit of his past services.
- (7) That the notice pay paid to him before termination will be adjusted against the leave salary.
- (8) That the management will not proceed against him for the misconduct committed by him on July 30, 1972 that led to his suspension in view of the unconditional apology tendered by Shri Mahadeo in his mercy appeal dated May 4, 1976, and he will be let off with a caution to be careful against recurrence of such type of misconduct on his part.
- (9) That he will not be paid more than what was paid to him as subsistence allowance during the period of suspension from 31-7-72 to 31-10-1974.
- (10) That he will be granted his annual increment raising his pay to Rs. 298 w.e.f. 1st January 1976.
- (11) That he will be extended the benefits of revision of pay and allowances implemented in the project from the date of his reinstatement.

3. Parties shall bear their own costs.

S. M. N. RAINA, Presiding Officer
Indore, dated the 15th June, 1977.

[No. L-29011/122/75-D.III.B.]
C. R. NIM, Under Secy.

विविध, न्याय और कम्पनी कार्य मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 22 जुलाई, 1977

कांगड़ा 2434.—कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 410 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री पी० बी० एम० राव, अध्यक्ष भारतीय कम्पनी मञ्चिय संस्थान, नई दिल्ली को, भारत सरकार के कम्पनी कार्य विभाग की अधिसूचना सं० का० आ० 3464 दिनांक, 18 सितम्बर, 1976 के अधीन उसके द्वारा गठित मलाहकार ममिसि के मदद्य के रूप में श्री ललित भसीन के त्यागपत्र थेने पर रिक्त हुए स्थान पर नियुक्त करती है श्रीराम अधिसूचना में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, विद्यमान प्रविष्टि 2 के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

"2. श्री पी० बी० एम० राव"

[फाइल मंज्या 3/3/76-सी० एन०-5]
ए० जी० मिरसी, उप सचिव

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS

(Department of Company Affairs)

New Delhi, the 22nd July, 1977

S.O. 2434.—In exercise of the powers conferred by section 410 of the Companies Act, 1956 (1 of 1956), the Central

Government hereby appoints Shri P. A. S. Rao, President, Institute of Company Secretaries of India, New Delhi, as a member of the Advisory Committee constituted by it under the notification of the Government of India in the Department of Company Affairs No. S.O. 3464 dated the 18th September, 1976, *viz.* Shri Lalit Bhasin, resigned, and hereby makes the following amendment in the said notification, namely :—

In the said notification, for entry 2, the following entry shall be substituted, namely :—

"2. Shri P. A. S. Rao."

[File No. 3/3/76-CL, VI
A. G. SIRSI, Dy. Secy.]

MINISTRY OF COMMERCE

CORRIGENDUM

New Delhi, the 23rd July, 1977

S.O. 2435.—In the order of the Government of India in the Ministry of Commerce, No. S.O. 1269, dated the 30th April, 1977, published at pages 1493-94 of the Gazette of India, Part II, Section 3—Sub-section (ii) dated the 30th April, 1977, on page 1493, in line 37 of the order, for "clause 2" read "clause (a)".

[No. 6(12)/73-EL & EP]

K. V. BALASUBRAMANIAM, Dy. Director